

# **NR13 SOUTH PROCUREMENT DOCUMENT**

## **Request for Bids**

### **Output and Performance-Based Road Contracts for NR13 South Improvement and Maintenance (Two-Envelope, Without Prequalification)**

**Lao PDR, Ministry of Public Works and Transport  
Department of Roads**

#### **PART 1: Bidding Procedures**

**Employer: Department of Roads, Ministry of Public Works and Transport**

**Project: Lao National Road NR13 S**

**Contract title: National Road 13 South Improvement and Maintenance**

**Country: Lao PDR**

**Loan No.: 000373**

**RFB No: OPBRC 003/2020**

**Issued on: 25 August 2020**

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# **PART 1 – BIDDING PROCEDURES**

# Section I - Instructions to Bidders

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## Section I. - Instructions to Bidders

### A. General

- 1. Scope of Bid**
- 1.1 In connection with the Request for Bids indicated **in the Bid Data Sheet (BDS)**, the Employer, as indicated **in the BDS**, issues this bidding document for the procurement of Works and Services as listed below for the award of an **Output- and Performance-based Road Contract (OPBRC)**. The name, identification, and number of lots (contracts) of this RFB are specified **in the BDS**. The Works and Services under the OPBRC will cover the Road indicated **in the BDS** and will consist of:
- (a) Maintenance Services or “Services” consisting of all interventions on the Roads which are to be carried out by the contractor to achieve and keep the Road performance standards defined by the Service Level included in Section VII, Specifications for Works and Services of this bidding document, and all activities related to the management and evaluation of the road network under contract;
  - (b) Rehabilitation Works, when requested **in the BDS** for the sections of the Road(s) indicated **in the BDS**, consisting of specific types of civil works described in the Specifications;
  - (c) Improvement Works, when requested **in the BDS**, consisting of a set of specific interventions indicated in the Specifications to add new characteristics to the Roads in response to existing or new traffic and safety or other considerations;
  - (d) Works consisting of activities needed to reinstate the Roads and reconstruct their structure or their right of way which has been damaged as a result of natural phenomena with imponderable consequences, such as strong storms, flooding, and earthquakes.
- 1.2 Throughout this bidding document:
- (a) the terms “bid”, “bidder” and “bidding” mean “tender”, “tenderer” and “tendering” which have equivalent meaning in different procurement systems;
  - (b) the term “in writing” means communicated in written form (e.g. by mail, e-mail, and fax, including if specified in the BDS, distributed or received through electronic-

procurement system used by the Employer) with proof of receipt;

- (c) if the context so requires, “singular” means “plural” and vice versa;
- (d) “Day” means calendar day, unless otherwise specified as a “Business Day.” A Business Day is any day that is a working day of the Borrower. It excludes the Borrower’s official public holidays; and
- (e) (d) "ESHS" means Environment, Social, Health and Safety requirements to be undertaken by contractor during construction of works to mitigate potential risks and impacts on environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)) and violence against children (VAC), health and safety. The ESHS obligations under the contract comprise the Contractor’s Environmental and Social Management Plan (C-ESMP) including occupational health and safety (OHS) and the Code of Conduct (COC) on gender-based violence and violence against children.

## 2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called “Borrower”) indicated **in the BDS** has applied for or received financing (hereinafter called “funds”) from the Asian Infrastructure Investment Bank (hereinafter called “the Bank”) toward the cost of the project named **in the BDS**. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this bidding document is issued.

2.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the Loan (or other financing) Agreement. The Loan (or other financing) Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, equipment, plant, or materials, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan (or other financing) Agreement or have any claim to the proceeds of the Loan (or other financing).

## 3. Fraud and Corruption

3.1 The Bank requires compliance with the AIIB’s Policy on Prohibited Practices and its prevailing sanctions policies and procedures as set forth in Section VI.

3.2 In further pursuance of this policy, bidders shall permit and shall cause their agents (where declared or not),

subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, bid submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

#### 4. Eligible Bidders

4.1 A Bidder may be a firm that is a private entity, a state-owned enterprise or institution subject to ITB 4.6 or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution. Unless specified **in the BDS**, there is no limit on the number of members in a JV.

4.2 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or
- (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or
- (f) or any of its affiliates has been hired (or is proposed to be hired) by the Employer or Borrower as Project Manager for the Contract implementation; or
- (g) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified **in the BDS** ITB 2.1 that it provided or



were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Bidding process and execution of the Contract.
- 4.3 A firm that is a Bidder (either individually or as a JV member) shall not participate in more than one Bid, except for permitted alternative Bids. This includes participation as a subcontractor in other Bids. Such participation shall result in the disqualification of all Bids in which the firm is involved. A firm that is not a Bidder or a JV member may participate as a subcontractor in more than one Bid.
- 4.4 A Bidder may have the nationality of any country, subject to the restrictions pursuant to ITB 4.8. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including related Services.
- 4.5 A Bidder that has been sanctioned by the Bank, pursuant to the AIIB's Policy on Prohibited Practices, and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework,- as described in Section VI paragraph 2.2 d. shall be ineligible to be prequalified for, initially selected for, bid for, propose for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified in the BDS.
- 4.6 Bidders that are state-owned enterprises or institutions in the Employer's Country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner

acceptable to the Bank, that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not under supervision of the Employer.

- 4.7 Bidder shall not be under suspension from Bidding by the Employer as the result of the operation of a Bid–Securing or Proposal-Securing Declaration.
- 4.8 Firms and individuals may be ineligible if so indicated in Section V and (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s country prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country. When the Works are implemented across jurisdictional boundaries (and more than one country is a Borrower, and is involved in the procurement), then exclusion of a firm or individual on the basis of ITB 4.8 (a) above by any country may be applied to that procurement across other countries involved, if the Bank and the Borrowers involved in the procurement agree.
- 4.9 This Bidding is open only to prequalified Bidders if so specified **in the BDS**.
- 4.10 A Bidder shall provide such documentary evidence of eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.11 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower’s request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process

**5. Eligible  
Materials  
Equipment and  
Services**

- 5.1 The materials, equipment and services to be supplied under the Contract and financed by the Bank may have their origin in any country subject to the restrictions specified in Section V, Eligible Countries, and all expenditures under the Contract will be limited to such materials, equipment, and services. At the Employer’s request, Bidders may be required to provide evidence of the origin of materials, equipment and services.
- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the materials and equipment are mined, grown,

produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially different in its basic characteristics or in purpose or utility from its components.

## **B. Contents of Bidding Document**

### **6. Sections of Bidding Document**

- 6.1 The bidding document consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

#### **PART 1 Bidding Procedures**

- Section I - Instructions to Bidders (ITB)
- Section II - Bid Data Sheet (BDS)
- Section III - Evaluation and Qualification Criteria
- Section IV - Bidding Forms
- Section V - Eligible Countries
- Section VI - Fraud and Corruption

#### **PART 2 Works and Services' Requirements**

- Section VII - Specifications

#### **PART 3 Conditions of Contract and Contract Forms**

- Section VIII - General Conditions
- Section IX - Particular Conditions
- Section X - Contract Forms

- 6.2 The Specific Procurement Notice - Request for Bids (RFB) or the notice to the prequalified Bidders, as the case may be, issued by the Employer is not part of the bidding document.

- 6.3 Unless obtained directly from the Employer, the Employer is not responsible for the completeness of the bidding document, responses to requests for clarification, the minutes of the pre-Bid meeting (if any), or Addenda to the bidding document in accordance with ITB 8. In case of any contradiction, documents obtained directly from the Employer shall prevail.

- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid all information and documentation as is required by the bidding document.
- 7. Clarification of Bidding Document, Site Visit, Pre-Bid Meeting**
- 7.1 A Bidder requiring any clarification of the bidding document shall contact the Employer in writing at the Employer's address indicated **in the BDS** or raise its enquiries during the pre-Bid meeting if provided for in accordance with ITB 7.4. The Employer will respond in writing to any request for clarification, provided that such request is received no later than the period specified **in the BDS** prior to the deadline for submission of Bids. The Employer shall forward copies of its response to all Bidders who have acquired the bidding document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. If so specified **in the BDS**, the Employer shall also promptly publish its response at the web page identified **in the BDS**. Should the Employer deem it necessary to amend the bidding document as a result of a request for clarification, it shall do so following the procedure under ITB 8 and **ITB 22.2**.
- 7.2 The Bidder is advised to visit and examine the Site of the Roads and its surroundings and obtain for itself and on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site of the Roads shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to visit the Roads and surrounding lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 If so provided **in the BDS**, the Bidder's designated representative is required to attend a pre-Bid meeting and/or a Site of the Roads' visit. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one week before the meeting.
- 7.6 Minutes of the pre-Bid meeting, including the text of the questions raised, without identifying the source, and the

responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the bidding document in accordance with ITB 6.3. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-Bid meeting.

7.7 Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Document**

8.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda.

8.2 Any addendum issued shall be part of the bidding document and shall be communicated in writing to all who have obtained the bidding document from the Employer in accordance with ITB 6.3. The Employer shall also promptly publish the addendum on the Employer's web page in accordance with ITB 7.1.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 22.2.

**C. Preparation of Bids**

**9. Cost of Bidding**

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**10. Language of Bid**

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in the language specified **in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified **in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the Bid**

11.1 The bid shall comprise two parts, namely Technical Part and Financial Part. These two Parts shall be submitted simultaneously in two separate sealed envelopes (two-envelope Bidding process). One envelope shall contain only information relating to the Technical Part and the other, only information relating to the Financial Part. These two

envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".

11.2 The **Technical Part** shall contain the following:

- (a) **Letter of Bid– Technical Part**, prepared in accordance with ITB 12;
- (b) **Bid Security or Bid-Securing Declaration**, in accordance with ITB 19.1;
- (c) **Alternative Bid– Technical Part**, if permissible, in accordance with ITB 13, the **Technical Part** of any Alternative Bid;
- (d) **Authorization**: written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 20.3;
- (e) **Qualifications**: documentary evidence in accordance with ITB 17 establishing the Bidder's qualifications, or continued qualified status, as the case may be, to perform the Contract if its Bid is accepted;
- (f) **Conformity**: a technical proposal in accordance with ITB 16;
- (g) any other document required **in the BDS**.

11.3 The **Financial Part** shall contain the following:

- (a) **Letter of Bid – Financial Part**: prepared in accordance with ITB 12 and ITB 14;
- (b) **Bill of Quantities or Activity Schedule** completed in accordance with ITB 12 and ITB 14 as specified **in the BDS**;
- (c) **Alternative Bid - Financial Part**: if permissible in accordance with ITB 13, the Financial Part of any Alternative Bid; and
- (d) any other document required **in the BDS**.

11.4 The Technical Part shall not include any information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.

11.5 In addition to the requirements under ITB 11.2, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Letter of Intent to execute a Joint Venture Agreement in the event of a successful Bid shall be signed by all members and

submitted with the Bid, together with a copy of the proposed agreement.

11.6 The Bidder shall furnish in the Letter of Bid– Financial Part information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid, and Schedules**

12.1 The Letter of Bid–Technical Part, Letter of Bid - Financial Part and Priced Activity Schedules, including the Bills of Quantities, shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

**13. Alternative Bids**

13.1 Unless otherwise indicated **in the BDS**, alternative Bids shall not be considered.

13.2 When alternative times for reaching the required Service Levels or for the completion of Rehabilitation or Improvement Works are explicitly invited, a statement to that effect will be included **in the BDS**, as will the method of evaluating different times for completion.

13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the requirements of the bidding document must first price the Employer’s design as described in the bidding document and shall further provide all information necessary for a complete evaluation of the alternative by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Bidder with the Most Advantageous Bid conforming to the basic technical requirements shall be considered by the Employer.

13.4 When specified **in the BDS**, Bidders are permitted to submit alternative technical solutions for specified parts of the Rehabilitation and/or Improvement Works, and such parts will be identified **in the BDS**, as will the method for their evaluating, and described in Section VII, Works and Services’ Requirements.

**14. Bid Prices and Discounts**

14.1 The prices and discounts quoted by the Bidder in the Letter of Bid– Financial Part and in the Priced Activity Schedule or Bills of Quantities shall conform to the requirements specified below.

14.2 The Bidder shall fill in rates and prices for all items of the Works and Services described in the Bills of Quantities. Items against which no rate or price is entered by the Bidder

will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities and will not be paid for separately by the Employer. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Bid, and provided that the Bid is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Bidders will be added to the Bid price and the equivalent total cost of the Bid so determined will be used for price comparison.

- 14.3 The price to be quoted in the Letter of Bid– Financial Part, in accordance with ITB 12.1, shall be the total price of the Bid, excluding any discounts offered.
- 14.4 The Bidder shall quote any discounts and the methodology for their application in the Letter of Bid– Financial Part, in accordance with ITB 12.1.
- 14.5 Unless otherwise provided **in the BDS** and the Contract, the rates and prices quoted by the Bidder are subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract. In such a case, the Bidder shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Employer may require the Bidder to justify its proposed indices and weightings.
- 14.6 If so indicated in ITB 1.1, Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITB 14.4, provided the Bids for all lots (contracts) are submitted and opened at the same time.
- 14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the rates and prices and the total Bid Price submitted by the Bidder.

**15. Currencies of Bid and Payment**

- 15.1 The currency(ies) of the Bid and the currency(ies) of payments shall be as specified **in the BDS**.
- 15.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Summary of Payment Currency Schedule, in which case a detailed



breakdown of the foreign currency requirements shall be provided by Bidders.

**16. Documents  
Comprising the  
Technical  
Proposal**

16.1 The Bidder shall furnish a technical proposal in the Technical Part of the Bid including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Bidding Forms, in sufficient detail to demonstrate the adequacy of the Bidders' proposal to meet the work and services' requirements and the completion time.

**17. Documents  
Establishing the  
Qualifications  
of the Bidder**

17.1 To establish Bidder's eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid– Technical Part, included in Section IV, Bidding Forms.

17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

17.3 If a margin of preference applies as specified in accordance with **ITB 37.1**, domestic Bidders, individually or in joint ventures, applying for eligibility for domestic preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITB 37.1.

**18. Period of  
Validity of Bids**

18.1 Bids shall remain valid for the period **specified in the BDS**. The Bid Validity period starts from the date fixed for the Bid submission deadline (as prescribed by the Employer in accordance with ITB 22). A Bid valid for a shorter period shall be rejected by the Employer as nonresponsive.

18.2 In exceptional circumstances, prior to the expiration of the Bid validity period, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 19, it shall also be extended for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in ITB 18.3.

18.3 If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial Bid validity period, the Contract price shall be determined as follows:

- (a) in the case of fixed price contracts, the Contract price shall be the Bid price adjusted by the factor specified **in the BDS**;

- (b) in the case of adjustable price contracts, no adjustment shall be made; or
- (c) in any case, Bid evaluation shall be based on the Bid price without taking into consideration the applicable correction from those indicated above.

## 19. Bid Security

- 19.1 The Bidder shall furnish as part of its Technical Part of its Bid, either a Bid-Securing Declaration or a Bid Security as specified **in the BDS**, in original form and, in the case of a Bid security, in the amount and currency specified **in the BDS**.
- 19.2 A Bid-Securing Declaration shall use the form included in Section IV, Bidding Forms.
- 19.3 The Bid Security shall be a demand guarantee at the Bidder's option, in any of the following forms:
- (a) an unconditional bank guarantee issued by a bank or non-bank financial institution (such as an insurance, bonding or surety company);
  - (b) an irrevocable letter of credit;
  - (c) a cashier's or certified check; or
  - (d) another security **specified in the BDS**;

from a reputable source from an eligible country. If the unconditional guarantee is issued by a non-bank financial institution located outside the Employer's Country, the issuing non-bank financial institution shall have a correspondent financial institution located in the Employer's Country to make it enforceable unless the Employer has agreed in writing, prior to Bid submission, that a correspondent financial institution is not required. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to Bid submission. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 18.2.

- 19.4 If a Bid Security or Bid-Securing Declaration is specified pursuant to ITB 19.1, any Bid not accompanied by a substantially responsive Bid Security or Bid-Securing Declaration shall be rejected by the Employer as non-responsive.

- 19.5 If a Bid Security is specified pursuant to ITB 19.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the Contract and furnishing the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to **ITB 49**.
- 19.6 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security.
- 19.7 The Bid Security may be forfeited or the Bid-Securing Declaration executed:
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid – Technical Part and repeated in the Letter of Bid – Financial Part or any extension thereto provided by the Bidder; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with **ITB 48**; or
    - (ii) furnish a performance security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with **ITB 49**.
- 19.8 The Bid Security or the Bid Securing Declaration of a JV shall be in the name of the JV that submits the Bid. If the JV has not been legally constituted at the time of Bidding, the Bid Security or the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITB 4.1 and ITB 11.2.
- 19.9 If a Bid Security is not required **in the BDS**, pursuant to ITB 19.1, and
- (a) if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid, or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with **ITB 49**; or
    - (ii) furnish a performance security and if required in the BDS, the Environmental, Social, Health and

Safety (ESHS) Performance Security in accordance with **ITB 50**;

the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Borrower for a period of time **as stated in the BDS**.

## **20. Format and Signing of Bid**

- 20.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative Bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE." In addition, the Bidder shall submit copies of the Bid, in the number specified **in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 20.2 Bidders shall mark as "CONFIDENTIAL" all information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 20.3 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified **in the BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid where entries or amendments have been made shall be signed or initialed by the person signing the Bid.
- 20.4 In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

## **D. Submission of Bids**

### **21. Sealing and Marking of Bids**

The Bidder shall deliver the Bid in two separate, sealed envelopes (the Technical Part and the Financial Part. These two envelopes shall be enclosed in a separate sealed outer envelope marked "ORIGINAL BID".

In addition, the Bidder shall submit copies of the Bid in the number **specified in ITB 20.1**. Copies of the Technical Part shall be placed in a separate sealed envelope marked "COPIES: TECHNICAL PART". Copies of the Financial Part shall be placed in a separate sealed envelope marked

“COPIES:SECOND ENVELOPE: FINANCIAL PART”. The Bidder shall place both of these envelopes in a separate, sealed outer envelope marked “BID COPIES”. In the event of any discrepancy between the original and the copies, the original shall prevail.

If alternative Bids are permitted in accordance with ITB 13, the alternative Bids shall be submitted as follows: the original of the alternative Bid Technical Part shall be placed in a sealed envelope marked “ALTERNATIVE BID – TECHNICAL PART” and the Financial Part shall be placed in a sealed envelope marked “SECOND ENVELOPE: ALTERNATIVE BID – FINANCIAL PART” and these two separate sealed envelopes then enclosed within a sealed outer envelope marked “ALTERNATIVE BID – ORIGINAL”, the copies of the alternative Bid will be placed in separate sealed envelopes marked “ALTERNATIVE BID – COPIES OF TECHNICAL PART”, and “SECOND ENVELOPE:ALTERNATIVE BID – COPIES OF FINANCIAL PART” and enclosed in a separate sealed outer envelope marked “ALTERNATIVE BID - COPIES”.

All inner and outer envelopes, shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with **ITB 22.1**;
- (c) bear the specific identification of this Bidding process indicated in **ITB 1.1**; and
- (d) bear a warning not to open before the time and date for Bid opening.

If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

## **22. Deadline for Submission of Bids**

22.1 Bids must be received by the Employer at the address and no later than the date and time indicated **in the BDS**. When so specified **in the BDS**, Bidders shall have the option of submitting their Bids electronically. Bidders submitting Bids electronically shall follow the electronic Bid submission procedures specified **in the BDS**.

22.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

**23. Late Bids**

23.1 The Employer shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 22. Any Bid received by the Employer after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

**24. Withdrawal  
Substitution,  
and  
Modification of  
Bids**

24.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Bid must accompany the respective written notice. All notices must be:

(a) prepared and submitted in accordance with ITB 20 and ITB 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Employer prior to the deadline prescribed for submission of Bids, in accordance with ITB 22.

24.2 Bids requested to be withdrawn in accordance with ITB 24.1 shall be returned unopened to the Bidders.

24.3 No Bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Letter of Bid Form or any extension thereof.

**E. Public Opening of Technical Parts of Bids**

**25. Public  
Opening of  
Technical Parts  
of Bids**

25.1 Except in the cases specified in **ITB 23** and **ITB 24.2**, the Employer shall publicly open and read out in accordance with this ITB all Bids received by the deadline, at the date, time and place specified in the BDS, in the presence of Bidders' designated representatives and anyone who chooses to attend. Any specific electronic Bid opening procedures required if electronic bidding is permitted in accordance with **ITB 22.1**, shall be as specified in the BDS.

25.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Bid shall not be **opened**, but **returned** to the Bidder. No Bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Bid opening.

25.3 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid

being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Bid opening.

- 25.4 Next, Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- 25.5 Next, all other envelopes marked “TECHNICAL PART” shall be opened one at a time. All envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall remain sealed, and kept by the Employer in safe custody until they are opened, at a later public opening, following the evaluation of the Technical Part of the Bids. On opening the envelopes marked “TECHNICAL PART” the Employer shall read out: the name of the Bidder; the presence or absence of a Bid Security, if required; and whether there is a modification; and Alternative Bid - Technical Part; and any other details as the Employer may consider appropriate.
- 25.6 Only Technical Parts of Bids, alternative Bids- Technical Parts that are opened and read out at Bid opening shall be considered further. The Letter of Bid- Technical Part and the separate sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” are to be initialed by representatives of the Employer attending Bid opening in the manner specified **in the BDS**.
- 25.7 The Employer shall neither discuss the merits of any Bid nor reject any Bid (except for late Bids, in accordance with **ITB 23.1**).
- 25.8 The Employer shall prepare a record of the Technical Parts of Bid opening that shall include, as a minimum:
  - (a) the name of the Bidder and whether there is a withdrawal, substitution, or modification;
  - (b) the receipt of envelopes marked “SECOND ENVELOPE: FINANCIAL PART”;
  - (c) if applicable, any Alternative Bid – Technical Part;
  - (d) the presence or absence of a Bid Security, if one was required.
- 25.9 The Bidders’ representatives who are present shall be requested to sign the record. The omission of a Bidder’s

signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **F. Evaluation of Bids– General Provisions**

- 26. Confidentiality**
- 26.1 Information relating to the evaluation of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Intention to Award the Contract is transmitted to all Bidders in accordance with **ITB 44**.
- 26.2 Any effort by a Bidder to influence the Employer in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- 26.3 Notwithstanding **ITB 26.2**, from the time of Bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it may do so in writing.
- 27. Clarification of Bids**
- 27.1 To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer’s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids, in accordance with **ITB 35**.
- 27.2 If a Bidder does not provide clarifications of its Bid by the date and time set in the Contracting Agency’s request for clarification, its Bid may be rejected.
- 28. Deviations, Reservations, and Omissions**
- 28.1 During the evaluation of Bids, the following definitions apply:
- (a) “Deviation” is a departure from the requirements specified in the bidding document;
  - (b) “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - (c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.



**29. Nonmaterial  
Nonconformities**

29.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid.

29.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

29.3 Provided that a Bid is substantially responsive pursuant to **ITB 31**, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid price. To this effect, the Bid price may be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner **specified in the BDS**.

**G. Evaluation of Technical Parts of Bids**

**30. Evaluation of  
Technical Parts**

30.1 In evaluating the Technical Parts of each Bid, the Employer shall use the criteria and methodologies listed in this ITB and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted.

**31. Determination of  
Responsiveness**

31.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 11.

31.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) if accepted, would:

(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or

(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

31.3 The Employer shall examine the technical aspects of the Bid submitted in accordance with **ITB 16**, Technical Proposal, in particular, to confirm that all requirements of Section VII,

Specifications for Works and Services have been met without any material deviation, reservation or omission.

31.4 If a Bid is not substantially responsive to the requirements of the bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**32. Qualification of the Bidder**

32.1 The Employer shall determine to its satisfaction whether the eligible Bidders that have submitted substantially responsive Bid - Technical Parts meet the Bid qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

32.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to **ITB 17**. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Subcontractors if permitted in the BDS, PC12.1 lists those works and services that may be subcontracted), or any other firm different from the Bidder.

32.3 If a Bidder does not meet the qualifying criteria specified in Section III, Evaluation and Qualification Criteria, its Bid shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32.4 Only Bids that are both substantially responsive to the bidding document, and meet all Qualification Criteria shall have their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" opened at the second public opening.

**H. Public Opening of Financial Parts of Bids**

**33. Public Opening of Financial Parts**

33.1 Following the completion of the evaluation of the Technical Parts of the Bids, and the Bank has issued its no objection (if applicable), the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document or failed to meet the Qualification Criteria, advising them of the following information:

- a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document;
- b) their envelopes marked "SECOND ENVELOPE: FINANCIAL PART" will be returned to them unopened after the

completion of the selection process and the signing of the Contract; and

- c) notify them of the date, time and location of the public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.

33.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Part have been evaluated as substantially responsive to the bidding document and met all Qualifying Criteria, advising them of the following information:

- a) their Bid has been evaluated as substantially responsive to the bidding document and met the Qualification Criteria;
- b) their envelope marked “SECOND ENVELOPE: FINANCIAL PART” will be opened at the public opening of the Financial Parts; and
- c) notify them of the date, time and location of the second public opening of the envelopes marked “SECOND ENVELOPE: FINANCIAL PART” **as specified in the BDS.**

33.3 The opening date should allow Bidders sufficient time to make arrangements for attending the opening. The Financial Part of the Bid shall be opened publicly in the presence of Bidders’ designated representatives and anyone who chooses to attend.

33.4 At this public opening the Financial Parts will be opened by the Employer in the presence of Bidders, or their designated representatives and anyone else who chooses to attend. Bidders who met the Qualification Criteria and whose bids were evaluated as substantially responsive will have their envelopes marked “SECOND ENVELOPE: FINANCIAL PART” opened at the second public opening. Each of these envelopes marked “SECOND ENVELOPE: FINANCIAL PART” shall be inspected to confirm that they have remained sealed and unopened. These envelopes shall then be opened by the Employer. The Employer shall read out the names of each Bidder, and the total Bid prices, per lot (contract) if applicable, including any discounts and Alternative Bid - Financial Part, and any other details as the Employer may consider appropriate.

33.5 Only envelopes of Financial Part of Bids, Financial Parts of Alternative Bids and discounts that are opened and read out at Bid opening shall be considered further for evaluation. The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initialed by a representative of

the Employer attending the Bid opening in the manner **specified in the BDS.**

33.6 The Employer shall neither discuss the merits of any Bid nor reject any envelopes marked “SECOND ENVELOPE: FINANCIAL PART”.

33.7 The Employer shall prepare a record of the Financial Part of the Bid opening that shall include, as a minimum:

- (a) the name of the Bidders whose Financial Part was opened;
- (b) the Bid price, per lot (contract) if applicable, including any discounts; and
- (c) if applicable, any Alternative Bid – Financial Part.

33.8 The Bidders whose envelopes marked “SECOND ENVELOPE: FINANCIAL PART” have been opened or their representatives who are present shall be requested to sign the record. The omission of a Bidder’s signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

## **I. Evaluation of Financial Parts of Bids**

### **34. Evaluation of Financial Parts**

34.1 To evaluate a Financial Part, the Employer shall consider the following:

- (a) the Bid price, excluding Provisional Sums and the provision, if any, for contingencies in the Summary Bill of Quantities;
- (b) price adjustment for correction of arithmetic errors in accordance with **ITB 35.1**;
- (c) price adjustment due to discounts offered in accordance with **ITB 14.4**;
- (d) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with **ITB 36**;
- (e) price adjustment due to quantifiable nonmaterial nonconformities in accordance with **ITB 29.3**; and
- (f) the additional evaluation factors specified **in the BDS** and Section III, Evaluation and Qualification Criteria.

34.2 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of

execution of the Contract, shall not be taken into account in bid evaluation.

34.3 If this bidding document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated cost of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.

34.4 The price of the Rehabilitation and Improvement Works included in each Bid shall not be higher than the threshold indicated **in the BDS**. If the Bidder estimates that its costs for the Rehabilitation and Improvement Works are higher than the threshold indicated in the BDS, it shall include the portion above the threshold in its price for the Maintenance Services. If the Bid price in the Most Advantageous Bid is above the threshold indicated **in the BDS** for the Rehabilitation and Improvement Works, the Employer may reject the Bid.

**35. Correction of  
Arithmetical  
Errors**

35.1 In evaluating the Financial Part of each Bid, the Employer shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Employer there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

35.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with **ITB 35.1**, shall result in the rejection of the Bid.

**36. Conversion to  
Single Currency**

36.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified **in the BDS**.

**37. Margin of Preference**

37.1 Unless otherwise specified **in the BDS**, a margin of preference for domestic Bidders<sup>1</sup> shall not apply.

**38. Comparison of Financial Parts**

38.1 The Employer shall compare the evaluated costs of Financial Parts of the Bids in accordance with **ITB 34.2** to determine the Bid that has the lowest evaluated cost.

38.2 After application of the criteria established in **ITB 34.1 to ITB 34.5**, the Evaluated Bid Price for comparison of Bids will be:

- (a) the lump-sum price offered by the Bidder for the Operation and Maintenance Services; plus
- (b) the lump-sum price offered by the Bidder for the Rehabilitation Works, if the bidding document requires prices for this type of works; plus
- (c) the total price of the priced Bill of Quantities for the Improvement Works, if the bidding document requires prices for this type of works; plus
- (d) the total price of the priced Bill of Quantities for the Emergency Works.

**39. Abnormally Low Bids**

39.1 An Abnormally Low Bid is one where the Bid price, in combination with other constituent elements of the Bid, appears unreasonably low to the extent that the Bid price raises material concerns as to the capability of the Bidder to perform the Contract for the offered Bid price.

39.2 In the event of identification of a potentially Abnormally Low Bid, the Employer shall seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

39.3 After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the Contract for the offered Bid Price, the Employer shall reject the Bid.

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<sup>1</sup>An individual firm is considered a domestic Bidder for purposes of the margin of preference if it is registered in the country of the Employer, has more than 50 percent ownership by nationals of the country of the Employer, and if it does not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign contractors. JVs are considered as domestic Bidders and eligible for domestic preference only if the individual member firms are registered in the country of the Employer or have more than 50 percent ownership by nationals of the country of the Employer, and the JV shall be registered in the country of the Borrower. The JV shall not subcontract more than 10 percent of the contract price, excluding provisional sums, to foreign firms. JVs between foreign and national firms will not be eligible for domestic preference.

**40. Unbalanced Bids or Front Loaded**

40.1 If the Bid that is evaluated as the lowest evaluated cost is, in the Employer's opinion, seriously unbalanced or front loaded the Employer may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid prices with the scope of works, proposed methodology, schedule and any other requirements of the bidding document.

40.2 After the evaluation of the information and detailed price analyses presented by the Bidder, the Employer may as appropriate:

- (a) accept the Bid; or
- (b) require that the amount of the Performance Security be increased at the expense of the Bidder to a level not exceeding 20% of the Contract price; or
- (c) reject the Bid.

**41. Most Advantageous Bid**

41.1 Having compared the evaluated costs of Bids, the Employer shall determine the Most Advantageous Bid. The Most Advantageous Bid is the Bid of the Bidder that meets the Qualification Criteria and whose Bid has been determined to be:

- (a) substantially responsive to the bidding document; and
- (b) the lowest evaluated cost.

**42. Employer's Right to Accept Any Bid, and to Reject Any or All Bids**

42.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, shall be promptly returned to the Bidders.

**43. Standstill Period**

43.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITB 47. The Standstill Period commences the day after the date the Employer has transmitted to each Bidder the Notification of Intention to Award the Contract. Where only one Bid is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

**44. Notice of Intention to Award**

- 44.1 The Employer shall send to each Bidder the Notification of Intention to Award the Contract to the successful Bidder. The Notification of Intention to Award shall contain, at a minimum, the following information:
- (a) the name and address of the Bidder submitting the successful Bid;
  - (b) the Contract price of the successful Bid;
  - (c) the names of all Bidders who submitted Bids, and their Bid prices as readout, and as evaluated;
  - (d) a statement of the reason(s) the Bid (of the unsuccessful Bidder to whom the notification is addressed) was unsuccessful, unless the price information in c) above already reveals the reason;
  - (e) the expiry date of the Standstill Period; and
  - (f) instructions on how to request a debriefing and/or submit a complaint during the standstill period;

**J. Award of Contract**

**45. Award Criteria**

- 45.1 Subject to **ITB 42**, the Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid.

**46. Notification of Award**

- 46.1 Prior to the expiry of the Bid Validity Period and upon expiry of the Standstill Period specified in **ITB 43.1** or any extension thereof, and, upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the “Letter of Acceptance”) shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called “the Contract Price”).
- 46.2 Within ten (10) Business Days after the date of transmission of the Letter of Acceptance, the Employer shall publish the Contract Award Notice which shall contain, at a minimum, the following information:
- (a) name and address of the Employer;



- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of all Bidders that submitted Bids, and their Bid prices as read out at Bid opening, and as evaluated;
- (d) names of all Bidders whose Bids were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefore;
- (e) the name of the successful Bidder, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Bidder's Beneficial Ownership Disclosure Form, if specified in **BDS ITB 48.1**.

46.3 The Contract Award Notice shall be published on the Employer's website with free access if available, or in at least one newspaper of national circulation in the Employer's Country, or in the official gazette. The Employer shall also publish the contract award notice in UNDB online.

46.4 Until a formal Contract is prepared and executed, the Letter of Acceptance shall constitute a binding Contract.

#### **47. Debriefing by the Employer**

47.1 On receipt of the Employer's Notification of Intention to Award referred to in **ITB 44.1**, an unsuccessful Bidder has three (3) Business Days to make a written request to the Employer for a debriefing. The Employer shall provide a debriefing to all unsuccessful Bidders whose request is received within this deadline.

47.2 Where a request for debriefing is received within the deadline, the Employer shall provide a debriefing within five (5) Business Days, unless the Employer decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Employer shall promptly inform, by the quickest means available, all Bidders of the extended standstill period.

47.3 Where a request for debriefing is received by the Employer later than the three (3)-Business Day deadline, the Employer should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract.

Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

47.4 Debriefings of unsuccessful Bidders may be done in writing or verbally. The Bidder shall bear their own costs of attending such a debriefing meeting.

**48. Signing of Contract**

48.1 The Employer shall send to the successful Bidder the Letter of Acceptance including the Contract Agreement, and, if specified in the **BDS**, a request to submit the Beneficial Ownership Disclosure Form providing additional information on its beneficial ownership. The Beneficial Ownership Disclosure Form, if so requested, shall be submitted within eight (8) Business Days of receiving this request.

48.2 The successful Bidder shall sign, date and return to the Employer, the Contract Agreement within twenty-eight (28) days of its receipt.

**49. Performance Security**

49.1 Within twenty-eight (28) days of the receipt of the Letter of Acceptance from the Employer, the successful Bidder shall furnish the Performance Security and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security in accordance with the Conditions of Contract, subject to **ITB 40.2 (b)**, using for that purpose the Performance Security and ESHS Performance Security Forms included in Section X, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been verified by the successful Bidder to be acceptable to the Employer. A foreign institution providing a bond shall have a correspondent financial institution located in the Employer's Country, unless the Employer has agreed in writing that a correspondent financial institution is not required.

49.2 Failure of the successful Bidder to submit the above-mentioned Performance Security and, if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security, or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the Bidder offering the next Most Advantageous Bid.

**50. Procurement Related Complaint**

50.1 The procedures for making a Procurement-related Complaint are as specified in the BDS.

## Section II - Bid Data Sheet

The following specific data for the Works and Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| ITB Reference              | A. General   |
|----------------------------|--|
| ITB 1.1                    | The reference number of the Request for Bids is: <b>OPBRC 003/2020/Package 3</b>   |
| ITB 1.1                    | The Employer is: <b>Department of Roads, Ministry of Public Works and Transport (DOR/MPWT)</b>   |
| ITB 1.1                    | <p>The name of the RFB is: <b>LAO NATIONAL ROAD 13 SOUTH IMPROVEMENT AND MAINTENANCE</b></p> <p>The number and identification of contract comprising this RFB is:</p> <ul style="list-style-type: none"> <li>• <b>Package3-OPBRC 003/2020: Improvement and Maintenance of the National Road 13 South, Section (Length 78 km) from (KM 190+000) to (KM 268+000) in Bolikhamxay Province.</b></li> </ul> <p>The Scope of the Bid for package 3 stated above for the entire chainage, among others, comprises:</p> <ul style="list-style-type: none"> <li>• Detailed Design</li> <li>• Rehabilitation &amp; Improvement Works</li> <li>• Maintenance Services.</li> </ul> |
| ITB 2.1                    | The Borrower is: <b>Government of Lao PDR – The Ministry of Public Works and Transport</b>   |
| ITB 2.1                    | The name of the Project is:<br><b>Lao National Road NR13 S</b>   |
| ITB 4.1                    | Maximum number of members in the JV shall be: <b>3 (Three)</b>   |
| ITB 4.9                    | <b>This Bidding is open to all interested and eligible Bidders.</b>  |
| <b>B. Bidding Document</b> |  |
| ITB 7.1                    | <p>For <b><u>clarification purposes</u></b> only, the Employer's address is:</p> <p>Attention: <b>Mr. Litta Khattiya</b></p> <p><b>Director General, Department of Roads</b></p> <p>Street Address: <b>Lane Xang Avenue, Saysettha District</b></p> <p>Floor/Room number: <b>Floor 2 (two-storey building)</b></p>   |

|                                      |  |
|--------------------------------------|--|
|                                      | <p>City: <b>Vientiane Capital</b></p> <p>ZIP Code: <b>01000</b></p> <p>Country: <b>Lao PDR</b></p> <p>Telephone: <b>(856 21) 415378</b></p> <p>Facsimile number: <b>(856 21) 414553</b></p> <p>Electronic mail address: <a href="mailto:k_litta@yahoo.com">k_litta@yahoo.com</a>,<br/> <b>and copy to: <a href="mailto:sk.venvongsoth@gmail.com">sk.venvongsoth@gmail.com</a></b></p> <p>Requests for clarification should be received by the Employer no later than: <b>twenty-eight (28) days</b> before the deadline for Bid submission</p>   |
| <p><b>ITB 7.4</b></p>                | <p>A Pre-Bid meeting will take place at the following date, time and place:</p> <p>Date: <b>25 September 2020</b></p> <p>Time: <b>09:00 am</b></p> <p>Place: Meeting Room of MPWT No1, First Floor close to exit</p> <p><b>A site visit conducted by the Employer will be organized on 22 September 2020.</b></p>  |
| <p><b>C. Preparation of Bids</b></p> |  |
| <p><b>ITB 10.1</b></p>               | <p>The language of the Bid is: <b>English</b></p> <p>All correspondence exchange shall be in <b>English</b> language.</p> <p>Language for translation of supporting documents and printed literature is <b>English</b></p>   |
| <p><b>ITB 11.2(g)</b></p>            | <p>The Bidder shall submit the following additional documents in its Bid:</p> <p><b>Code of Conduct (COC) on SEA, GBV and VAC:</b></p> <p>The Bidder shall submit its Code of Conduct that will apply to its employees and subcontractors, to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. Specific guideline is provided in Works Requirements described in Section VII, Sub-section E: Environmental and Social Specifications.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct upon contract award.</p> <p><b>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</b></p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the key Environmental, Social, Health and Safety (ESHS) risks and impacts identified from the Environmental and Social Management Plan (ESMP) (ESMP is available at <a href="https://aiib365.sharepoint.com/:f:/s/nr13south/EIYulQ3Ko7tIqWTrgjclXU0BORZxSQ">https://aiib365.sharepoint.com/:f:/s/nr13south/EIYulQ3Ko7tIqWTrgjclXU0BORZxSQ</a>)</p> |

|                 |   |
|-----------------|---|
|                 | <p><a href="#">wbEM6gh6MNQPvcCw?e=oDn5cU</a>), Resettlement Plan (RP), and the Ethnic Group Engagement Plan (EGEP) approved by the AIIB and/or the funding agencies, as well as from the Initial Environmental Examination (IEE) and specific conditions as approved by the Government of Loa PDR, and/or other Consent Conditions including regulatory authority conditions attached to any permits or approvals for the project. These Management Strategies and Implementation Plans collectively comprise <a href="#">the indicative Contractor’s Environmental and Social Management Plan (C-ESMP) outlining of how C-ESMP will be prepared, implemented, monitored, and reported including the assignment of responsible staff and an estimated allocation of budget.</a></p> <p><a href="#">The C-ESMP shall be complied with the Project ESMP, the ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII of PART 2. Also, the C-ESMP shall describe the proposed mitigation measures to address risks and impacts on local environment and cultural/natural resources identified in the project ESMP approved by AIIB as well as specific conditions as approved by the Environmental Compliance Certificate (ECC) to be issued by the provincial authority. The C-ESMP shall also include the Alignment Sheet and the following plans: Waste Management Plan; Re-vegetation and Restoration Management Plan; Construction and Operations of Camp Plan; Pollution Management Plan, Soil Erosion Management Plan, Borrow Pit Management Plan; Emergency Response Plan; Occupational and Community Health and Safety Plans; Traffic Management Plan; Spill Response Plan; Labor Influx Management Plan; and Chance Find Procedure. Minimum requirements are described in the Environmental and Social Code of Practices (ESCOP) identified in the project ESMP approved by AIIB.</a></p> <p>In a situation when there is a spread of COVID-19, bidders/contractor shall prepare or outline a COVID-19 Response Plan to be applied during Rehabilitation and Improvement and Maintenance Phases. The plan shall be in line with the government guidelines launched in line with World health Organization (WHO). Additional suggestions which are adapted from WBG Response to COVID-19 Advisory note on Contingency Planning for Existing Operations dated March 16, 2020 are provided in PART 2, Annex E4.</p> <p>The Contractor shall be required to submit for approval the C-ESMP within 28 working days after the contract awarded, and subsequently implement it in accordance with the Particular Conditions of Contract Sub-Clause 10.1 of PART 3, that includes the agreed Management Strategies and Implementation Plans described here.</p> |
| <b>ITB 11.2</b> | <p>The Bidder shall submit with its bid the following additional documents:</p> <ul style="list-style-type: none"> <li>(i) Detailed Organizational Structure of the Bidder including CV of key staff of Contractor, Consultant (Design, Level of Service, Database Management, Financial expertise) and other Parties listed in Section IV (Bidding Forms- Key Personnel); Work Division between the parties; Functions and Assignments; and All other elements indicating the level of understanding of the Bidder regarding the OPBRC concept to be implemented in this project.</li> <li>(ii) Detailed Work Program including but not limiting to time schedule, equipment, materials inputs and outputs for the rehabilitation works.</li> </ul>  |

|                     |  |
|---------------------|--|
|                     | <p><u>(iii) Detailed Quality Control Plan including but not limited to, CV of Quality Control Engineers, laboratory setup and organization, and Quality Control Procedures</u></p> <p><u>(iv) Detailed Business Plan with focus on financial sources</u></p>   |
| <b>ITB 13.1</b>     | Alternative Bids <b>shall not be</b> considered.   |
| <b>ITB 13.2</b>     | Alternative times for reaching the required Service Levels and for the completion of the Rehabilitation and Improvement Works <b>will not be</b> permitted.  |
| <b>ITB 13.4</b>     | Alternative technical solutions for the Rehabilitation and Improvement Works <b>shall not be</b> permitted.  |
| <b>ITB 14.5</b>     | The prices quoted by the Bidder <b>shall be</b> subject to adjustment during the performance of the Contract.  |
| <b>ITB 15.1</b>     | <p>The currency(ies) of the bid shall be as follows:</p> <p><b>Bidders are allowed to quote in local and foreign currencies</b></p> <p>The unit rates and prices shall be quoted by the Bidder in the Bill of Quantities separately in the following currencies:</p> <ul style="list-style-type: none"> <li>(i) for those inputs to the Works that the Bidder expects to supply from within the Employer’s Country, in <b>Lao Kip (LAK)</b>, and further referred to as “the local currency”; and</li> <li>(ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer’s Country (referred to as “the foreign currency requirements”), <b>in up to any three foreign currencies.</b></li> </ul> |
| <b>ITB 18.1</b>     | The Bid validity period shall be <b>one hundred and twenty (120) days starts from the date fixed for the Bid submission deadline.</b>  |
| <b>ITB 18.3 (a)</b> | <b>Not Applicable</b>  |
| <b>ITB 19.1</b>     | <p>A Bid Security <b>shall be</b> required.</p> <p>The amount and currency of the Bid Security shall be: <b>600,000 USD</b> (Six hundred thousand USD).</p> <ul style="list-style-type: none"> <li>• <b>Package3-OPBRC 003/2020: Improvement and Maintenance of the National Road 13 South, Section (Length km 78) from (Km 190+000) to (Km 268+000), in Bolikhamxay Province.</b></li> </ul>  |
| <b>ITB 19.3 (d)</b> | Other types of acceptable securities: <b>None</b>  |
| <b>ITB 19.9</b>     | <b>Not Applicable</b>  |
| <b>ITB 20.1</b>     | In addition to the original of the Bid, the number of copies is: <b>One Original (1), with scanned original signed on USB flash drive</b>  |

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|---|--|
| <b>ITB 20.3</b>                                     | The written confirmation of authorization to sign on behalf of the Bidder shall consist of: <b>Power of Attorney</b>   |
| <b>D. Submission of Bids</b>                        |  |
| <b>ITB 22.1</b>                                     | <p>For <b><u>Bid submission purposes</u></b> only, the Employer’s address is:<br/> Attention: <b>Mr. Litta Khattiya</b><br/> <b>Director General, Department of Roads</b><br/> Street Address: <b>Lane Xang Avenue, Saysettha District</b><br/> Floor/Room number: room of the Ministry PWT , Meeting 1<sup>st</sup> <b>Floor</b><br/> City: <b>Vientiane Capital</b><br/> ZIP Code: <b>01000</b><br/> Country: <b>Lao PDR</b></p> <p>The deadline for Bid submission is:<br/> <b>Date: 23 November 2020</b><br/> Time: <b>09:00 am</b></p> <p>Bidders <b>shall not</b> have the option of submitting their Bids electronically.</p> |
| <b>E. Public Opening of Technical Parts of Bids</b> |  |
| <b>ITB 25.1</b>                                     | <p>The Bid opening shall take place at:<br/> Street Address: <b>Lane Xang Avenue, Saysettha District</b><br/> Floor/Room number: room of the Ministry PWT, Meeting 1<sup>st</sup> <b>Floor</b><br/> City: <b>Vientiane Capital</b><br/> Country: <b>Lao PDR</b></p> <p><b>Date 23 November 2020, Time: 09:15 am</b></p>  |
| <b>ITB 25.6</b>                                     | <p>The Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” <b>shall</b> be initialed by representatives of the Employer conducting the Bid opening.</p> <p>It shall be conducted as follows: <i>Each Letter of Bid – Technical Part and the sealed envelope marked “SECOND ENVELOPE: FINANCIAL PART” shall be initialed by the Chairman or his/her assigned representative and at least three (3) representatives of the Employer conducting the Bid opening.</i></p>  |
| <b>F. Evaluation of Bids – General Provisions</b>   |  |
| <b>ITB 29.3</b>                                     | The adjustment shall be based on <b>the highest</b> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.  |

## G. Evaluation of Technical Parts of Bids

|                 |  |
|-----------------|--|
| <b>ITB 32.2</b> | <p>The Bidder <b>shall include</b> a qualified consulting firm to carry out the following activity:</p> <p>All surveys and detailed design activities necessary to implement the project.</p> <p>The Employer <b>shall</b> permit that specific experience for parts of the Works and Service may be met by Specialized Subcontractors listed below:</p> <ul style="list-style-type: none"> <li>(i) <b>General specialized works for short term implementation</b></li> <li>(ii) <b>Specialized works during emergency maintenance</b></li> <li>(iii) <b>Other works assigned by the Employer</b></li> </ul> <p>(please also refer to Conditions of Contract PC12.1 in Section IX)</p> |
|-----------------|--|

## H. Public Opening of Financial Parts of Bids

|                     |  |
|---------------------|--|
| <b>ITB 33.2 (c)</b> | <p>Following the completion of the evaluation of the Technical Parts of the Bids, the Employer will notify all Bidders of the location, date and time of the public opening of Financial Parts.</p> <p>The Employer shall publish a notice of the public opening of the Financial Parts on <b>MPWT's website: <a href="http://www.mpwt.gov.la">www.mpwt.gov.la</a></b>.</p>  |
| <b>ITB 33.5</b>     | <p>The Letter of Bid – Financial Part and the Priced Activity Schedules are to be initiated by the chairman or his/her assigned representative and at least <b>three (3) representatives</b> of the Employer conducting the Bid opening. Each Financial Part of Bid shall be initiated by these representatives and shall be numbered, any modification to the unit or total price shall be initiated by the Representative of the Employer.</p> |

## I. Evaluation of Financial Parts of Bids

|                 |   |
|-----------------|---|
| <b>ITB 34.4</b> | <p>The combined price for the Rehabilitation and Improvement Works may not exceed 80 % of the total contract price excluding provisional sums.</p>  |
| <b>ITB 36.1</b> | <p><b>The evaluation currency is</b> United States Dollars (USD). The exchange rate and source for currency conversion shall be:</p> <p>Bank: Banque Pour Le Commerce Exterieur Lao Public (BCEL)</p> <p>Date: 28 days before bid submission date.</p> <p>Rate: USD selling rate.</p> <p>Web: <a href="https://www.bcel.com.la/bcel/exchange-rate.html?lang=en">https://www.bcel.com.la/bcel/exchange-rate.html?lang=en</a></p> |
| <b>ITB 37.1</b> | <p>A margin of domestic preference <b>shall not</b> apply.</p>  |



## J. Award of Contract

|                          |   |
|--------------------------|---|
| <b>ITB 48.1</b>          | The successful Bidder <b>shall</b> submit the Beneficial Ownership Disclosure Form.   |
| <b>ITB 49.1 and 49.2</b> | <p>The successful Bidder shall be required to submit:</p> <ol style="list-style-type: none"><li>1. The Performance Security: eight (08) percent of Contract Price</li><li>2. The Environmental, Social, Health and Safety (ESHS) Performance Security: two (02) percent of the Contract Price</li></ol> <p>The two securities shall be submitted separately and in accordance with respective formats in Section X of Part 2-Conditions of Contract<br/>(please also refer to Conditions of Contract PC 53.3.2 in Section IX)</p>   |
| <b>ITB 50.1</b>          | <p>The procedures for making a Procurement-related Complaint are detailed in the Decree 03/PM dated 09/01/04 and IRR 0063/MOF dated 12/03/04 of Government of Lao PDR.</p> <p>If a Bidder wishes to make a Procurement-related Complaint, the Bidder should submit its complaint following these procedures, <b>in writing</b> (by the quickest means available, such as email or fax), to:</p> <p><b>For the attention: Mr. Litta Khattiya</b><br/>Title/position: <b>Director General, Department of Roads</b><br/>Employer: <b>Department of Roads, Ministry of Public Works and Transport (DOR/MPWT)</b><br/>Email address: <a href="mailto:k_litta@yahoo.com">k_litta@yahoo.com</a><br/>and copy to <a href="mailto:sk.venvongsoth@gmail.com">sk.venvongsoth@gmail.com</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"><li>1. the terms of the Bidding Documents;</li><li>2. the Employer decision that the technical part of the proposal is non-responsive; and</li><li>3. the Employer's decision to award the contract.</li></ol> |

## **Section III - Evaluation and Qualification Criteria (Without Prequalification)**

This section contains the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this bidding document. The Bidder shall provide all the information requested in the forms included in Section IV, Bidding Forms.

### **A. Technical Part**

#### **1. Evaluation**

In addition to the criteria listed in ITB 34.1 (a) – (e) the following criteria shall apply:

##### **1.1 Assessment of adequacy of Technical Proposal with Requirements**

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material (sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section VII, Works' Requirements).

##### **1.2 Multiple Contracts: Not Applicable.**

**1.3 Alternative Completion Times**, (if permitted under ITB 13.2, will be evaluated as follows: **Not Permitted**

**1.4 Technical alternatives**, if permitted under ITB 13.4, will be evaluated as follows: **Not Permitted.**

**1.5 Sustainable procurement** No additional specifications over and above ESHS requirements are required, except for those specified in Section VII, which will be evaluated on a pass/fail (compliance basis)

## 2. Qualification

| Eligibility and Qualification Criteria |   |  |                       | Compliance Requirements              |                       |            | Document                                  |
|--|---|--|-----------------------|--------------------------------------|-----------------------|------------|---|
| No.                                    | Subject   | Requirement  | Single Entity         | Joint Venture (existing or intended) |                       |            | Submission Requirements                   |
|  |   |  |                       | All Members Combined                 | Each Member           | One Member |   |
| <b>1. Eligibility</b>                  |   |  |                       |                                      |                       |            |   |
| 1.1                                    | <b>Nationality</b>  | Nationality in accordance with ITB 4.4   | Must meet requirement | Must meet requirement                | Must meet requirement | N/A        | Forms ELI – 1.1 and 1.2, with attachments |
| 1.2                                    | <b>Conflict of Interest</b>   | No conflicts of interest in accordance with ITB 4.2  | Must meet requirement | Must meet requirement                | Must meet requirement | N/A        | Letter of Bid– Technical Part             |
| 1.3                                    | <b>Bank Eligibility</b>   | Not having been declared ineligible by the Bank, as described in ITB 4.5.  | Must meet requirement | Must meet requirement                | Must meet requirement | N/A        | Letter of Bid – Technical Part            |
| 1.4                                    | <b>State- owned Enterprise or Institution of the Borrower country</b> | Meets conditions of ITB 4.6  | Must meet requirement | Must meet requirement                | Must meet requirement | N/A        | Forms ELI – 1.1 and 1.2, with attachments |
| 1.5                                    | <b>United Nations resolution or Borrower’s country law</b>            | Not having been excluded because of prohibition in the Borrower’s country laws or official regulations against commercial relations with the Bidder’s country, or by an act of compliance with UN Security Council resolution, both in | Must meet requirement | Must meet requirement                | Must meet requirement | N/A        | Forms ELI – 1.1 and 1.2, with attachments |

| Eligibility and Qualification Criteria        |   |   |  | Compliance Requirements              |                                    |            | Document                       |
|---|---|---|--|--------------------------------------|------------------------------------|------------|--------------------------------|
| No.   | Subject   | Requirement   | Single Entity  | Joint Venture (existing or intended) |                                    |            | Submission Requirements        |
|   |   |   |  | All Members Combined                 | Each Member                        | One Member |                                |
|   |   | accordance with ITB 4.8 and Section V.  |  |                                      |                                    |            |                                |
| <b>2. Historical Contract Non-Performance</b> |   |   |  |                                      |                                    |            |                                |
| 2.1   | <b>History of Non-Performing Contracts</b>  | Non-performance of a contract <sup>1</sup> did not occur as a result of contractor default since <b>1<sup>st</sup> January 2016.</b>                      | Must meet requirement by itself or as partner to past or existing JV | Must meet requirements               | Must meet requirement <sup>2</sup> | N/A        | Form CON-2                     |
| 2.2   | <b>Suspension Based on Execution of Bid/Proposal Securing Declaration by the Employer</b> | Not under suspension based on execution of a Bid/Proposal Securing Declaration pursuant to ITB 4.7 or withdrawal of the Bid. pursuant ITB 19.9.           | Must meet requirement  | Must meet requirement                | Must meet requirement              | N/A        | Letter of Bid – Technical Part |
| 2.3   | <b>Pending Litigation</b>   | Bid's financial position and prospective long-term profitability still sound according to criteria established in 3.1 below and assuming that all pending | Must meet requirement by itself or as partner                        | N/A                                  | Must meet requirement              | N/A        | Form CON – 2                   |

<sup>1</sup>Non performance, as decided by the Employer, shall include all contracts where (a) nonperformance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

<sup>2</sup> This requirement also applies to contracts executed by the Bidder as JV member.

| Eligibility and Qualification Criteria |   |  |   | Compliance Requirements              |  |            | Document                                |
|--|---|--|---|--------------------------------------|--|------------|---|
| No.                                    | Subject   | Requirement  | Single Entity   | Joint Venture (existing or intended) |  |            | Submission Requirements                 |
|  |   |  |   | All Members Combined                 | Each Member  | One Member |   |
|  |   | litigation will be resolved against the Bidder   | to past or existing JV  |                                      |  |            |   |
| 2.4                                    | <b>Litigation History</b>   | No consistent history of court/arbitral award decisions against the Bidder <sup>3</sup> since <b>1<sup>st</sup> January 2016.</b>  | Must meet requirement by itself or as partner to past or existing JV  | Must meet requirement                | Must meet requirement  | N/A        | Form CON – 2                            |
| 2.5                                    | <b>Declaration: Environmental, Social, Health, and Safety (ESHS) past performance</b> | Declare any civil work contracts that have been suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, or health or safety requirements or safeguard in the past five years <sup>4</sup> . | Must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A                                  | Each must make the declaration. Where there are Specialized Sub-contractor/s, the Specialized Sub-contractor/s must also make the declaration. | N/A        | Form CON-3 ESHS Performance Declaration |

### 3. Financial Situation and Performance

<sup>3</sup>The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A consistent history of court/arbitral awards against the Bidder or any member of a joint venture may result in disqualifying the Bidder.

<sup>4</sup>The Employer may use this information to seek further information or clarifications in carrying out its due diligence

| Eligibility and Qualification Criteria |                               |  | Compliance Requirements |                                      |             | Document   |  |
|--|-------------------------------|--|-------------------------|--------------------------------------|-------------|------------|--|
| No.                                    | Subject                       | Requirement  | Single Entity           | Joint Venture (existing or intended) |             |            | Submission Requirements  |
|  |                               |  |                         | All Members Combined                 | Each Member | One Member |  |
| 3.1                                    | <b>Financial Capabilities</b> | (i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as <b>USD 20 Million</b> for the subject contract(s) net of the Bidder's other commitments | Must meet requirement   | Must meet requirement                | N/A         | N/A        | Form FIN – 3.1, with attachments and supporting documents including: Credit contract, Bank credit commitment, assets owned by the Bidder<br><br>Supporting documents including: Financial statements for 4 years (2016 2017, 2018, 2019. audited by independent auditing firms (all documents must be notarized) |

| Eligibility and Qualification Criteria |   |  |                       | Compliance Requirements              |  |   | Document  |
|--|---|--|-----------------------|--------------------------------------|--|---|---|
| No.                                    | Subject                                     | Requirement  | Single Entity         | Joint Venture (existing or intended) |  |   | Submission Requirements   |
|  |   |  |                       | All Members Combined                 | Each Member  | One Member  |   |
|  |   | (ii) The Bidders shall also demonstrate, to the satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.   | Must meet requirement | Must meet requirement                | N/A  | N/A   |   |
|  |   | (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last 4 years <b>(2016, 2017, 2018, 2019)</b> , shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability. | Must meet requirement | N/A                                  | Must meet requirement                                      | N/A   |   |
| 3.2                                    | <b>Average Annual Construction Turnover</b> | Minimum average annual construction turnover of <b>USD 30 million</b> , calculated as total certified payments received for contracts in progress and/or   | Must meet requirement | Must meet requirement                | Must meet <b>30%</b> , [thirty percent] of the requirement | Must meet <b>60%</b> , [sixty percent] of the requirement | Form FIN – 3.2 <b>and supporting documents including:</b> Financial |

| Eligibility and Qualification Criteria |   |   |                       | Compliance Requirements              |                       |            | Document  |
|--|---|---|-----------------------|--------------------------------------|-----------------------|------------|---|
| No.                                    | Subject                                     | Requirement   | Single Entity         | Joint Venture (existing or intended) |                       |            | Submission Requirements   |
|  |   |   |                       | All Members Combined                 | Each Member           | One Member |   |
|  |   | completed within the last 4 years (2016, 2017, 2018,2019), divided by 4years  |                       |                                      |                       |            | statements for 4years (2016, 2017, 2018,2019) audited by independent auditing firms (all documents must be notarized) |
| <b>4. Experience</b>                   |   |   |                       |                                      |                       |            |   |
| <b>4.1 (a)</b>                         | <b>General Construction Experience</b>      | Experience under OPRBC/DBMOT/construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 5 years, starting 1st January2015. | Must meet requirement | N/A                                  | Must meet requirement | N/A        | Form EXP – 4.1  |
| <b>4.2 (a)</b>                         | <b>Specific Construction &amp; Contract</b> | Participation as contractor, partner of a joint venture, subcontractor, or management contractor within   | Must meet requirement | Must meet requirement <sup>5</sup>   | N/A                   | N/A        | Form EXP 4.2(a) and supporting documents  |

Substantial completion shall be based on 80% or more works completed under the contract.

For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.



| Eligibility and Qualification Criteria |                              |  |                        | Compliance Requirements              |             |            | Document  |
|--|------------------------------|--|------------------------|--------------------------------------|-------------|------------|---|
| No.                                    | Subject                      | Requirement  | Single Entity          | Joint Venture (existing or intended) |             |            | Submission Requirements   |
|  |                              |  |                        | All Members Combined                 | Each Member | One Member |   |
|  | <b>Management Experience</b> | <p>the last five (5) years commencing from <b>01 January 2015</b> in at least number of contracts that have been successfully or substantially completed:</p> <p>(i) At least one <b>(02) contracts</b> on road construction/improvement with the minimum value of <b>USD 30 million</b></p> <p>(ii) At least (01) contract on road maintenance service with the minimum value of <b>USD 0.6 million</b> and at least 3 years in duration.</p> |                        |                                      |             |            | including: Economic contracts and certificate of completed volume value issued by the Awarder (all documents must be notarized) |
| <b>4.2 (b)</b>                         |                              | For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2015 and Bid submission deadline, a minimum construction experience in the   | Must meet requirements | Must meet requirements               | N/A         | N/A        | Form EXP – 4.2 (b) and supporting documents including: Economic contracts and certificate of completed                          |

| Eligibility and Qualification Criteria |                          |  | Compliance Requirements |                                      |             | Document               |  |
|--|--------------------------|--|-------------------------|--------------------------------------|-------------|------------------------|--|
| No.                                    | Subject                  | Requirement  | Single Entity           | Joint Venture (existing or intended) |             |                        | Submission Requirements  |
|  |                          |  |                         | All Members Combined                 | Each Member | One Member             |  |
|  |                          | following key activities successfully completed <sup>6</sup> :   |                         |                                      |             |                        | volume issued by the Awarder (all documents must be notarized) |
|  |                          | 1. Construction of bridges with prestressed RC girders.  |                         |                                      |             |                        |  |
|  |                          | 2. Construction of HMA pavement with capacity of 48,000 m <sup>2</sup> /month  |                         |                                      |             |                        |  |
|  |                          | 3. Construction of road drainage system  |                         |                                      |             |                        |  |
|  |                          | 4. Construction of street lighting system  |                         |                                      |             |                        |  |
| 4.3                                    | <b>Design experience</b> | Having designed at least one (1) similar road, including bridges (recognizing scale, terrain, proposed works) as a professional consulting firm (not in-house to the construction entity) within the past five (5) years | Must meet requirements  |                                      |             | Must meet requirements | Form EXP – 4.2 (b)and supporting documents                     |
| <b>5. Methodology Statements</b>       |                          |  |                         |                                      |             |                        |  |

Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

| Eligibility and Qualification Criteria |                      |  |                        | Compliance Requirements              |             |                        | Document  |
|--|----------------------|--|------------------------|--------------------------------------|-------------|------------------------|---|
| No.                                    | Subject              | Requirement  | Single Entity          | Joint Venture (existing or intended) |             |                        | Submission Requirements                         |
|  |                      |  |                        | All Members Combined                 | Each Member | One Member             |   |
| 5.1                                    | Maintenance Services | Method Statement articulates a clear understanding of the scope of activities under Maintenance Services, and that the assigned resources (staff and equipment), information management systems, and methodologies will likely deliver full compliance with all contractual requirements.                      | Must meet requirements |                                      |             | Must meet requirements | Method Statements, Part 1: Maintenance Services |
| 5.2                                    | Rehabilitation Works | Method Statement articulates are clear understanding of the scope of activities under Rehabilitation Works, and that the assigned resources (staff and equipment), and methodologies (including proposed contractors QA testing regime) will likely deliver full compliance with all contractual requirements. | Must meet requirements |                                      |             | Must meet requirements | Method Statements, Part 2: Rehabilitation Works |

| Eligibility and Qualification Criteria |                   |  | Compliance Requirements |                                      |             | Document               |  |
|--|-------------------|--|-------------------------|--------------------------------------|-------------|------------------------|--|
| No.                                    | Subject           | Requirement  | Single Entity           | Joint Venture (existing or intended) |             |                        | Submission Requirements                      |
|  |                   |  |                         | All Members Combined                 | Each Member | One Member             |  |
| 5.3                                    | Improvement Works | Method Statement articulates are clear understanding of the scope of activities under Rehabilitation Works, and that the assigned resources (staff and equipment), and methodologies (including proposed contractors QA testing regime) will likely deliver full compliance with all contractual requirements. | Must meet requirements  |                                      |             | Must meet requirements | Method Statements, Part 3: Improvement Works |

### 3. Key Personnel

The Bidder must demonstrate that it will have a suitably qualified (and in adequate numbers) minimum Key Personnel, as described in the table below, that are required to perform the Contract.

The Bidder shall provide details of the Key Personnel and such other Key Personnel that the Bidder considers appropriate, together with their academic qualifications and work experience. The Bidder shall complete the relevant Forms in Section IV, Bidding Forms.

The Contractor shall require the Employer's consent to substitute or replace the Key Personnel (reference the Particular Conditions of Contract 19.1).

**Table 3-1: For Rehabilitation and Improvement Phase**

| No. | <i>Position</i>   | Number | Total Work Experience [years] | Experience in Similar Work [years] |
|-----|---|--------|-------------------------------|------------------------------------|
| 1   | Road Manager  | 1      | 10                            | 8                                  |
| 2   | Materials Engineer  | 1      | 7                             | 5                                  |
| 3   | Survey and Design Engineer  | 1      | 10                            | 8                                  |
| 4   | Highway Engineer  | 1      | 7                             | 5                                  |
| 5   | Structure Engineer  | 1      | 7                             | 5                                  |
| 6   | Electrical Engineer   | 1      | 7                             | 5                                  |
| 7   | Traffic Safety Engineer   | 1      | 7                             | 5                                  |
| 8   | Surveyor  | 3      | 7                             | 5                                  |
| 9   | Construction Manager/Works Supervisor                               | 1      | 12                            | 10                                 |
| 10  | Foreman (Earthworks)  | 2      | 7                             | 5                                  |
| 11  | Foreman (Pavement)  | 1      | 7                             | 5                                  |
| 12  | Foreman (Bridge)  | 1      | 7                             | 5                                  |
| 13  | Foreman (Drainage)  | 1      | 7                             | 5                                  |
| 14  | Environmental Specialist/Consultant (fulltime 12 months/year)       | 1      | 10                            | 5                                  |
| 15  | Social Specialist/Consultant (part-time, 6 months/year)             | 1      | 10                            | 5                                  |
| 16  | Occupational and Community Health and Safety Specialist (full-time) | 1      | 10                            | 5                                  |

**Note**

- The Road Manager must have experience of being the Road Manager of at least one (01) road construction/improvement project with the value of  $\geq$  **USD 20 million** in the period from 2016 up to now, certified by the Employer.

**Table 3-2: For Maintenance Services**

| No. | <i>Position</i>   | Number | Total Work Experience [years] | Experience in Similar Work [years] |
|-----|---|--------|-------------------------------|------------------------------------|
| 1   | Road Manager  | 1      | 10                            | 8                                  |
| 2   | Highway Engineer  | 1      | 7                             | 5                                  |
| 3   | Traffic Safety Engineer   | 1      | 7                             | 5                                  |
| 4   | Road Maintenance Engineer   | 1      | 7                             | 5                                  |
| 5   | Environmental Specialist/Consultant (part time)                         | 1      | 10                            | 5                                  |
| 6   | Social Specialist/Consultant (part time)                                | 1      | 10                            | 5                                  |
| 7   | Occupational and Community and Safety Specialist/Consultant (full time) | 1      | 10                            | 5                                  |

**Note**

- The Road Manager must have experience of being the Road Manager of at least one (01) road construction/improvement project with the value of  $\geq$  **USD 20 million** in the period from 2016 up to now, certified by the Employer.

## 4. Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter, and that the equipment can be on site within 1 month of contract award:

**Table 4-1: Equipment required for one package for Rehabilitation and Improvement Phase**

| No. | Equipment type and Characteristics                            | Minimum Number required | Note |
|-----|---|-------------------------|------|
| I   | MAIN CONSTRUCTION EQUIPMENT                                   |                         |      |
| 1   | Excavator $\geq 0,8m^3$                                       | 20                      | (*)  |
| 2   | Dump truck $\geq 10 T$  | 30                      | (*)  |
| 3   | Water browser with spray bar $\geq 5m^3$                      | 4                       | (*)  |
| 4   | Grader $\geq 108CV$   | 4                       | (*)  |
| 5   | Bulldozer $\geq 110CV$  | 1                       | (*)  |
| 6   | Wheeled load $\geq 2m^3$                                      | 4                       | (*)  |
| 7   | Vibrating roller, smooth steel wheels $\geq 25T$              | 8                       | (*)  |
| 8   | Wheeled roller $\geq 16T$                                     | 8                       | (*)  |
| 9   | Steel roller 8T – 12T   | 8                       | (*)  |
| 10  | Cement concrete batching plant $\geq 60m^3/h$                 | 1                       | (*)  |
| 11  | Concrete transit truck for cement concrete mixing $\geq 5m^3$ | 5                       | (*)  |
| 12  | Truck Mobile Crane $\geq 25T$                                 | 1                       | (*)  |
| 13  | Paver 130-140CV   | 2                       | (*)  |
| 14  | Hot mix asphalt plant 130ton/h                                | 2                       | (*)  |
| 15  | Concrete pump   | 1                       |      |
| 16  | Cement concrete mixer $\geq 250 lit$                          | 4                       |      |
| 17  | Concrete compactors of all kinds                              | 5                       |      |
| 18  | Steel cutting and bending machine                             | 5                       |      |
| 19  | Welding machine   | 5                       |      |
| 20  | Thermoplastic pavement marker                                 | 1                       |      |
| 21  | Generator 50-100KW  | 2                       |      |
| II  | QUARRY EQUIPMENT  |                         |      |
| 1   | Crushing Plant 80/100 ton/hr.                                 | 2                       |      |
| 2   | Base Mixing Plant 80 ton/hr.                                  | 2                       |      |
| 3   | Air Compressor 130-350 cfm (blasting)                         | 2                       |      |

### Note

- Equipment may be owned by the Bidder or hired.
- All equipment and vehicles used for transportation of construction materials generating excessive noise, vibration, dust, and other air pollution must be adequately maintained and actions undertaken to reduce their potential impacts on local residents

- None of the proposed equipment shall be older than 15 years
- The Bidder must demonstrate their ownership with their equipment by sales contracts and invoices or equipment registration papers under the Bidder's name.
- For hired equipment, the Bidder must provide a contract with the lessor and documents demonstrating that the equipment belongs to the lessor (Sales contract and invoices or equipment registration papers).
- Equipment marked with (\*) must have valid equipment certification papers.
- The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

**Table 4-2: Equipment required for Maintenance Services**

| No. | Equipment type and Characteristics   | Minimum Number required | Note |
|-----|--|-------------------------|------|
| 1   | Excavator $\geq 0,8m^3$  | 4                       | (*)  |
| 2   | Dump truck $\geq 10 T$   | 8                       | (*)  |
| 3   | Water browser with spray bar $\geq 5m^3$                                       | 2                       | (*)  |
| 4   | Vibrating roller, smooth steel wheels $\geq 25T$                               | 3                       | (*)  |
| 5   | Truck Mobile Crane $\geq 25T$  | 1                       | (*)  |
| 6   | Steel cutting and bending machine  | 1                       |      |
| 7   | Welding machine  | 1                       |      |
| 8   | Thermoplastic pavement marker  | 1                       |      |
| 9   | Mobile Mixing Plant for AC   | 1                       | (*)  |
| 10  | Paver 130-140CV  | 1                       | (*)  |
| 11  | Generator 50-100KW   | 1                       |      |
| 12  | Grader $\geq 108CV$  | 1                       | (*)  |
| 13  | Equipped patrol car (pickup of small double cabin truck) with small hand tools | 1                       | (*)  |

**Note**

- Equipment may be owned by the Bidder or hired.
- All equipment and vehicles used for transportation of construction materials generating excessive noise, vibration, dust, and other air pollution must be adequately maintained and actions undertaken to reduce their potential impacts on local residents
- None of the equipment shall be older than 15 years
- The Bidder must demonstrate their ownership with their equipment by sales contracts and invoices or equipment registration papers under the Bidder's name.
- For hired equipment, the Bidder must provide a contract with the lessor and documents demonstrating that the equipment belongs to the lessor (Sales contract and invoices or equipment registration papers).
- Equipment marked with (\*) must have valid equipment certification papers.
- The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.



## **B. Financial Part**

### **1. Margin of Preference**

Not applicable

### **2. Multiple Contracts**

Not Applicable

# Section IV - Bidding Forms

## Table of Forms

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# Letter of Bid- Technical Part

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Request for Bid No.: OPBRC 003/2020**

**To: Director General, Department of Roads**

We, the undersigned, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including Addenda issued in accordance with Instructions to Bidders (ITB) ITB 8.
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 4;
- (c) **Bid-Securing Declaration:** We have not been suspended nor declared ineligible by the Employer based on execution of a Bid-Securing Declaration or Proposal-Securing Declaration in the Employer's Country in accordance with ITB 4.7.
- (d) **Conformity:** We offer to execute in conformity with the bidding document and in accordance with the construction or service schedule the following Works:

*[insert a brief description of the Works]*

- (e) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a Performance Security *and an Environmental, Social, Health and Safety (ESHS) Performance Security*, in accordance with the bidding document;
- (g) **One Bid per Bidder:**

We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other Bid(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITB 4.3, other than alternative Bids submitted in accordance with ITB 13;

- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the AIIB or a debarment imposed by the AIIB in accordance with

the Agreement for Mutual Enforcement of Debarment Decisions between the AIIB and other development banks. Further, we are not ineligible under the Employer’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council or the Employer’s Country

- (i) **State-owned enterprise or institution:** *[select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITB 4.6];*
- (j) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, **gratuities**, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |
| _____             | _____   | _____  | _____  |

(If none has been paid or is to be paid, indicate “none.”)

- (k) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (l) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (m) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption;

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\*[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month], [insert year]*

Name \_\_\_\_\_\* In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_\*\*

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.*

*\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules*

# **Appendix A to Technical Part: Technical Proposal**

# Site Organization

*[insert Site Organization information]*

Bidders shall give below full particulars of the organization they propose to establish, direct, and administer the performance of the Contract. In particular, Bidders shall indicate the location of site camps and the resources they intend to allocate to Self-Control Units for planning and monitoring purposes.

**1. SITE ORGANIZATION CHART**

**2. NARRATIVE DESCRIPTION OF SITE ORGANISATION CHART**

## **Sub-contractors/Partners**

Bidders shall list below those parts of the Works and Services which they propose to subcontract, and state the approximate value of those parts and the names and addresses of the proposed subcontractors, if those are known at Bidding stage. Bidders shall also list other business partners involved in the execution of the contract and their respective roles and responsibilities.

Part of Works / Services:

Approximate value:

Name and address of

proposed subcontractor / partner:

Part of Works / Services:

Approximate value:

Name and address of

proposed subcontractor / partner:

Part of Works / Services:

Approximate value:

Name and address of

proposed subcontractor / partner:



# Method Statements

Method Statements shall be provided for each of the following. The Method Statements shall be sufficiently complete to enable for someone who is proficient in the field to understand the proposed approach being used. The statements shall reference the personnel, equipment and systems being used, along with any hold points and QA tests. Flow charts may be used as appropriate.

The purpose of the Method Statements is to demonstrate a thorough understanding of the contractual requirements for each part of the contract, and that the contractor has a high degree of likelihood of meeting all contractual requirements.

Where the contractor is proposing a methodology that they have not previously used, this should be clearly identified.

## ***Part 1: Maintenance Services***

Method statement to specifically address the following:

- i. How and at what frequency the inspections will be undertaken by the Road Management Office to identify defects and schedule repairs, such that the network is maintained in compliance with the service levels
- ii. What information management system (database) will be used by the Contractor to record defects and provide up-to-date reporting on the compliance of the network with the service levels
- iii. How will proactive (preventative) maintenance activities be undertaken to ensure compliance with the Service Levels – e.g drain cleaning, vegetation maintenance, crack sealing and similar. Reference the location and size of maintenance crews involved.
- iv. How will reactive maintenance activities be undertaken to ensure compliance with the Service Levels – e.g. pothole repairs. Reference the location and size of maintenance crews involved

***[insert Method Statement]***

## ***Part 2: Rehabilitation Works***

Method statement to specifically address the following:

- i. Material sources
- ii. Equipment and human resources required
- iii. Expected productivity per month
- iv. Hold points
- v. QA testing regime for both materials and completed works

*[insert Method Statement]*

### ***Part 3: Improvement Works***

Method statement to specifically address the following:

- i. Material sources
- ii. Equipment and human resources required
- iii. Expected productivity per month
- iv. Hold points
- v. QA testing regime for both materials and completed works

*[insert Method Statement]*

## **Mobilization Schedule**

*[insert Mobilization Schedule for Rehabilitation and Improvement Works]*

## **Maintenance Services Schedule**

To demonstrate a clear understanding of the requirements of the Contract, Bidders shall provide the following:

- i) a bar chart sub-divided into sections for each road showing the major activities to be carried out for Maintenance Services. The activities shall be shown against time, with linkages shown between related/sequential activities as far as possible and appropriate.
- ii) a bar chart or schedule showing the usage of major plant, including those listed in Contractor's Equipment.

The Maintenance Services schedule shall cover 2 phases and may be shown on separate schedules at the Contractors discretion:

- i. Mobilization of the Maintenance Services team (including the relevant members of the Road Management Office) and delivery of Maintenance Services in parallel with the Rehabilitation and Improvement Works, and
- ii. Delivery of the Maintenance Services upon completion of the Rehabilitation and Improvement Works (a typical 12 month cycle is acceptable for this phase).

***[insert Schedule for Maintenance Services]***

# Construction Schedule

*[insert Construction Schedule]*

To demonstrate a clear understanding of the requirements of the Contract, Bidders shall provide the following:

- i) a bar chart sub-divided into sections for each road showing the major activities to be carried out for Rehabilitation Works and Improvement Works, if any. The activities shall be shown against time, with linkages shown between related/sequential activities as far as possible and appropriate.
- ii) a bar chart or schedule showing the usage of major plant, including those listed in Contractor's Equipment.

## **Environmental, Social, Health, and Safety (ESHS)**

In line with the environment and social management framework (ESMF) of the LRSP2-AF, the environment and social management plan (ESMP) of NR13S (Section 3) project has been prepared and cleared by the funding agencies (AIIB). The project ESMP identified key issues and measures to mitigate potential risks and impacts on local environment and natural/cultural resources during construction including guidance on the preparation of an Alignment Sheet identifying type of works and activities and the proposed mitigation measures to be conducted by the contractor and its subcontractors. These measures are collectively described in this ESHS.

The Bidder shall prepare the Management Strategies and Implementation Plans (MSIP) describing specific measures to mitigate the potential risks and impacts during construction works including transportation and extraction of construction materials and safety. Scope of these documents are described below.

### **(a) Management Strategies and Implementation Plans (ESHS-MSIP)**

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 11.2 (g) of the Bid Data Sheet. These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

In developing these strategies and plans, the Bidder shall review all requirements regarding to the ESHS provisions of the contract including those as may be more fully described in the Works Requirements described in the following:

1. The Works Requirements described in Section VII, Sub-section E: Environmental and Social Specifications
2. Environmental and Social Management Plan (ESMP) approved by AIIB
3. Resettlement Plan (RP) approved by AIIB;
4. Ethnic Group Engagement Plan (EGEP) approved by AIIB
5. Initial Environmental Examination (IEE) and the approval conditions for the issuance of the Environmental Compliance Certificate (ECC) as required by the provincial Office of Natural Resources and Environment;
6. Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project).

### **(b) Indicative C-ESMP**

The Bidder shall submit an outline of **C-ESMP**, as required by ITB 11.2 (g) of the Bid Data Sheet, outlining of how the C-ESMP will be prepared, implemented, monitored, and reported including the assignment of responsible staff and an estimated allocation of budget.

The C-ESMP shall be prepared and submitted for approval before construction within 28 working days after the contract awarded. The C-ESMP shall comply with the Project ESMP, the ESHS provisions of the contract, including those as may be more fully described in the Works

Requirements described in Section VII of PART 2. Also, the C-ESMP shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors. At a minimum, the mitigation measures will be consistent with the Project ESMP, generic Environment and Social Code of Practice (ESCOP) in PART 2 Annex E3 including “chance finds procedures” and “environmental health and safety” of workers provided in the project ESMP.

**(c) Code of Conduct (COC) on GBV and VAC**

The Bidder shall submit the Code of Conduct (COC) that will apply to the Contractor’s employees and subcontractors as required by ITB 11.2 (g) of the Bid Data Sheet. The Code of Conduct shall ensure compliance with the Project ESMP, ESHS provisions of the contract, including those as may be more fully described in the Works Requirements described in Section VII of PART 2. In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches. Guideline for a Code of Conduct and Action Plan on Gender-Based Violence (GBV) and Violence Against Children is provided in the Works Requirements described in Section VII of PART 2 Annex E1.

## Others



## Appendix B to Technical Part: Contractor's Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

### Form EQU

|                       |  |                        |
|-----------------------|--|------------------------|
| Item of equipment     |  |                        |
| Equipment information | Name of manufacturer   | Model and power rating |
|                       | Capacity   | Year of manufacture    |
| Status                | Current location   |                        |
|                       | Details of current commitments   |                        |
| Source                | Indicate source of the equipment<br><input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured |                        |

Omit the following information for equipment owned by the Bidder.

|            |  |                        |
|------------|--|------------------------|
| Owner      | Name of owner  |                        |
|            | Address of owner   |                        |
|            | Telephone  | Contact name and title |
|            | Fax  |                        |
| Agreements | Details of rental / lease / manufacture agreements specific to the project |                        |
|            |  |                        |
|            |  |                        |

**Notes:**

- 1) Indicate the location of equipment (e.g. Lao PDR or other country, city)**
- 2) Attach picture(s) for each unit of the proposed equipment. In case of a vehicle / tractor / bulldozer etc. the picture must show the number plate or other ID number.**

# **Appendix C to Technical Part: Key Personnel**

## Form PER -1

### Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

#### Key Personnel

|    |  |   |
|----|--|---|
| 1. | <b>Title of position: Road Manager</b>               |   |
|    | Name of candidate:                                   |   |
|    | <b>Duration of appointment:</b>                      | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>            | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>     | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 2. | <b>Title of position: ...</b>                        |   |
|    | Name of candidate:                                   |   |
|    | <b>Duration of appointment:</b>                      | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>            | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>     | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 3. | <b>Title of position:</b>                            |   |
|    | Name of candidate:                                   |   |
|    | <b>Duration of appointment:</b>                      | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>            | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>     | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 4. | <b>Title of position: [Environmental Specialist]</b> |   |
|    | Name of candidate:                                   |   |
|    | <b>Duration of appointment:</b>                      | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>            | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>     | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |

|    |   |   |
|----|---|---|
| 5. | <b>Title of position:</b> <i>[Health and Safety Specialist]</i> |   |
|    | <b>Name of candidate:</b>                                       |   |
|    | <b>Duration of appointment:</b>                                 | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>                       | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>                | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 6. | <b>Title of position:</b> <i>[Social Specialist]</i>            |   |
|    | <b>Name of candidate:</b>                                       |   |
|    | <b>Duration of appointment:</b>                                 | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>                       | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>                | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |
| 7. | <b>Title of position:</b> <i>[insert title]</i>                 |   |
|    | <b>Name of candidate:</b>                                       |   |
|    | <b>Duration of appointment:</b>                                 | <i>[insert the whole period (start and end dates) for which this position will be engaged]</i>    |
|    | <b>Time commitment for this position:</b>                       | <i>[insert the number of days/week/months/ that has been scheduled for this position]</i>         |
|    | <b>Expected time schedule for this position:</b>                | <i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i> |

**Form PER -2**  
**Resume and Declaration**  
**Key Personnel**

|                       |
|-----------------------|
| <b>Name of Bidder</b> |
|-----------------------|

|  |   |   |
|--|---|---|
| <b>Position [#1]:</b> <i>[title of position from Form PER-1]</i> |   |   |
| <b>Personnel information</b>                                     | <b>Name:</b>  | <b>Date of birth:</b>                         |
|  | <b>Address:</b>   | <b>E-mail:</b>                                |
|  | <b>Professional qualifications:</b>   |   |
|  | <b>Academic qualifications:</b>   |   |
|  | <b>Language proficiency:</b> <i>[language and levels of speaking, reading and writing skills]</i> |   |
| <b>Details</b>   | <b>Address of employer:</b>   |   |
|  | <b>Telephone:</b>   | <b>Contact (manager / personnel officer):</b> |
|  | <b>Fax:</b>   |   |
|  | <b>Job title:</b>   | <b>Years with present employer:</b>           |

Summarize professional experience in reverse chronological order. Indicate technical and managerial experience relevant to the project.

| <b>Project</b>                | <b>Role</b>                                       | <b>Duration of involvement</b> | <b>Relevant experience</b>                                 |
|-------------------------------|---|--------------------------------|--|
| <i>[main project details]</i> | <i>[role and responsibilities on the project]</i> | <i>[time in role]</i>          | <i>[describe the experience relevant to this position]</i> |
|                               |   |                                |  |
|                               |   |                                |  |
|                               |   |                                |  |

## Declaration

I, the undersigned Key Personnel, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

| <b>Commitment</b>                          | <b>Details</b>  |
|--|---|
| <b>Commitment to duration of contract:</b> | <i>[insert period (start and end dates) for which this Key Personnel is available to work on this contract]</i> |
| <b>Time commitment:</b>                    | <i>[insert the number of days/week/months/ that this Key Personnel will be engaged]</i>                         |

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Bid evaluation;
- (b) my disqualification from participating in the Bid;
- (c) my dismissal from the contract.

**Name of Key Personnel:** *[insert name]*

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

**Countersignature of authorized representative of the Bidder:**

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## **Appendix D to Technical Part: Bidder's Qualification**

To establish its qualifications to perform the contract in accordance with Section III (Evaluation and Qualification Criteria) the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI -1.1**  
**Bidder Information Form**

Date: \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Bidder's name

In case of Joint Venture (JV), name of each member:

Bidder's actual or intended country of registration:

*[indicate country of Constitution]*

Bidder's actual or intended year of incorporation:

Bidder's legal address [in country of registration]:

Bidder's authorized representative information

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone/Fax numbers: \_\_\_\_\_

E-mail address: \_\_\_\_\_

1. Attached are copies of original documents of

Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITB 4.4.

In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 4.1.

In case of state-owned enterprise or institution, in accordance with ITB 4.6 documents establishing:

- Legal and financial autonomy
- Operation under commercial law
- Establishing that the Bidder is not under the supervision of the Employer

2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

*[If required under BDS ITB 49.1, the successful Bidder shall provide additional information on beneficial ownership, using the Beneficial Ownership Disclosure Form.]*



**Form ELI -1.2**  
**Bidder's JV Information Form**  
(to be completed for each member of Bidder's JV)

Date: \_\_\_\_\_  
RFB No. and title: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

|   |
|---|
| Bidder's JV name:   |
| JV member's name:   |
| JV member's country of registration:  |
| JV member's year of constitution:   |
| JV member's authorized representative information<br>Name: _____<br>Address: _____<br>Telephone/Fax numbers: _____<br>E-mail address: _____   |
| 1. Attached are copies of original documents of<br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.<br><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Employer, in accordance with ITB 4.6. |
| 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. <i>[If required under BDS ITB 48.1, the successful Bidder shall provide additional information on beneficial ownership for each JV member using the Beneficial Ownership Disclosure Form.]</i>  |

**Form CON – 2**  
**Historical Contract Non-Performance, Pending Litigation**  
**and Litigation History**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

| Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria   |                                       |  |   |
|---|---------------------------------------|--|---|
| <input type="checkbox"/> Contract non-performance did not occur since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1. |                                       |  |   |
| <input type="checkbox"/> Contract(s) not performed since 1 <sup>st</sup> January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1              |                                       |  |   |
| Year  | Non-performed portion of contract     | Contract Identification  | Total Contract Amount (current value, currency, exchange rate and USD equivalent) |
| <i>[insert year]</i>  | <i>[insert amount and percentage]</i> | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br>Name of Employer: <i>[insert full name]</i><br>Address of Employer: <i>[insert street/city/country]</i><br>Reason(s) for nonperformance: <i>[indicate main reason(s)]</i> | <i>[insert amount]</i>  |
| Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria   |                                       |  |   |
| <input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.   |                                       |  |   |
| <input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.   |                                       |  |   |

| Year of dispute | Amount in dispute (currency) | Contract Identification   | Total Contract Amount (currency), USD Equivalent (exchange rate) |
|-----------------|------------------------------|---|--|
|                 |                              | Contract Identification: _____<br>Name of Employer: _____<br>Address of Employer: _____<br>Matter in dispute: _____<br>Party who initiated the dispute: _____<br>Status of dispute: _____ |  |
|                 |                              | Contract Identification:<br>Name of Employer:<br>Address of Employer:<br>Matter in dispute:<br>Party who initiated the dispute:<br>Status of dispute:                                     |  |

Litigation History in accordance with Section III, Evaluation and Qualification Criteria

- No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.
- Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.

| Year of award        | Outcome as percentage of Net Worth | Contract Identification  | Total Contract Amount (currency), USD Equivalent (exchange rate) |
|----------------------|------------------------------------|--|--|
| <i>[insert year]</i> | <i>[insert percentage]</i>         | Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i><br>Name of Employer: <i>[insert full name]</i><br>Address of Employer: <i>[insert street/city/country]</i><br>Matter in dispute: <i>[indicate main issues in dispute]</i><br>Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i><br>Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i> | <i>[insert amount]</i>   |

## Form CON – 3: ESHS Performance Declaration

*[The following table shall be filled in for the Bidder, each member of a Joint Venture and each Specialized Subcontractor]*

Bidder's Name: *[insert full name]*  
 Date: *[insert day, month, year]*  
 Joint Venture Member's or Specialized Subcontractor's Name: *[insert full name]*  
 RFB No. and title: *[insert RFB number and title]*  
 Page *[insert page number]* of *[insert total number]* pages

| Environmental, Social, Health, and Safety Performance Declaration<br>in accordance with Section III, Qualification Criteria, and Requirements   |   |  |   |
|---|---|--|---|
| <input type="checkbox"/> <b>No suspension or termination of contract:</b> An employer has not suspended or terminated a contract and/or called the performance security for a contract for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5.  |   |  |   |
| <input type="checkbox"/> <b>Declaration of suspension or termination of contract:</b> The following contract(s) has/have been suspended or terminated and/or Performance Security called by an employer(s) for reasons related to Environmental, Social, Health, or Safety (ESHS) performance since the date specified in Section III, Qualification Criteria, and Requirements, Sub-Factor 2.5. Details are described below: |   |  |   |
| Year  | Suspended or terminated portion of contract | Contract Identification  | Total Contract Amount (current value, currency, exchange rate and USD equivalent) |
| <i>[insert year]</i>  | <i>[insert amount and percentage]</i>       | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br>Name of Employer: <i>[insert full name]</i><br>Address of Employer: <i>[insert street/city/country]</i><br>Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i> | <i>[insert amount]</i>  |
| <i>[insert year]</i>  | <i>[insert amount and percentage]</i>       | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br>Name of Employer: <i>[insert full name]</i><br>Address of Employer: <i>[insert street/city/country]</i><br>Reason(s) for suspension or termination: <i>[indicate main reason(s)]</i>                            | <i>[insert amount]</i>  |
| ...   | ...   | <i>[list all applicable contracts]</i>   | ...   |

| <b>Performance Security called by an employer(s) for reasons related to ESHS performance</b> |  |   |
|--|--|---|
| <b>Year</b>  | <b>Contract Identification</b>   | <b>Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)</b> |
| <i>[insert year]</i>   | Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i><br>Name of Employer: <i>[insert full name]</i><br>Address of Employer: <i>[insert street/city/country]</i><br>Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i> | <i>[insert amount]</i>  |
|  |  |   |

## Form FIN – 3.1 Financial Situation and Performance

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

### 1. Financial data

| Type of Financial information<br>in<br>(currency)                | Historic information for previous _____ years,<br>_____<br>(amount in currency, currency, exchange rate*, USD<br>equivalent) |        |        |       |        |
|--|--|--------|--------|-------|--------|
|  | Year 1   | Year 2 | Year 3 | Year4 | Year 5 |
| Statement of Financial Position (Information from Balance Sheet) |  |        |        |       |        |
| Total Assets (TA)  |  |        |        |       |        |
| Total Liabilities (TL)   |  |        |        |       |        |
| Total Equity/Net Worth (NW)                                      |  |        |        |       |        |
| Current Assets (CA)  |  |        |        |       |        |
| Current Liabilities (CL)   |  |        |        |       |        |
| Working Capital (WC)   |  |        |        |       |        |
| Information from Income Statement                                |  |        |        |       |        |
| Total Revenue (TR)   |  |        |        |       |        |
| Profits Before Taxes (PBT)                                       |  |        |        |       |        |
| Cash Flow Information  |  |        |        |       |        |
| Cash Flow from Operating<br>Activities                           |  |        |        |       |        |

\*Refer to ITB 36.1 for the exchange rate

## 2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

| No. | Source of finance | Amount (USD equivalent) * |
|-----|-------------------|---------------------------|
| 1   |                   |                           |
| 2   |                   |                           |
| 3   |                   |                           |
|     |                   |                           |

## 2. Financial documents

The Bidder and its parties shall provide copies of financial statements for 03 years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
  - (b) be independently audited or certified in accordance with local legislation.
  - (c) be complete, including all notes to the financial statements.
  - (d) correspond to accounting periods already completed and audited.
- Attached are copies of financial statements<sup>1</sup> for the 03 years required above; and complying with the requirements

\* Exchange rate used to convert the amounts into USD equivalent shall be as per ITB 36.1.

---

<sup>1</sup> If the most recent set of financial statements is for a period earlier than 12 months from the date of bid, the reason for this should be justified.

**Form FIN – 3.2**  
**Average Annual Construction Turnover**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|  |  | <b>Annual turnover data (construction only)</b> |                       |
|--|--|---|-----------------------|
| <b>Year</b>                            | <b>Amount<br/>Currency</b>                   | <b>Exchange rate **</b>                         | <b>USD equivalent</b> |
| <i>[indicate year]</i>                 | <i>[insert amount and indicate currency]</i> |   |                       |
|  |  |   |                       |
|  |  |   |                       |
|  |  |   |                       |
|  |  |   |                       |
| Average Annual Construction Turnover * |  |   |                       |

\* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

\*\* Exchange rate used to convert the amounts into USD equivalent shall be as per ITB 36.1.



**Form FIN – 3.3**  
**Financial Resources**

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III (Evaluation and Qualification Criteria)

| <b>Financial Resources</b> |                            |                                  |
|----------------------------|----------------------------|----------------------------------|
| <b>No.</b>                 | <b>Source of financing</b> | <b>Amount (USD equivalent) *</b> |
| 1                          |                            |                                  |
| 2                          |                            |                                  |
| 3                          |                            |                                  |
|                            |                            |                                  |

\* Exchange rate used to convert the amounts into USD equivalent shall be as per ITB 36.1.

**Form FIN – 3.4**  
**Current Contract Commitments / Works in Progress**

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| <b>Current Contract Commitments</b> |                  |  |   |                                 |   |
|-------------------------------------|------------------|--|---|---------------------------------|---|
| No.                                 | Name of Contract | Employer's<br>Contact Address, Tel,<br>Fax | Value of<br>Outstanding<br>Work<br>[Current USD<br>Equivalent]* | Estimated<br>Completion<br>Date | Average Monthly<br>Invoicing Over Last<br>Six Months<br>[USD/month)]* |
| 1                                   |                  |  |   |                                 |   |
| 2                                   |                  |  |   |                                 |   |
| 3                                   |                  |  |   |                                 |   |
| 4                                   |                  |  |   |                                 |   |
| 5                                   |                  |  |   |                                 |   |
|                                     |                  |  |   |                                 |   |

\* Exchange rate used to convert the amounts into USD equivalent shall be as per ITB 36.1.

**Form EXP - 4.1**  
**General Construction Experience**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

| Starting<br>Year | Ending<br>Year | Contract Identification   | Role of<br>Bidder |
|------------------|----------------|---|-------------------|
|                  |                | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of Employer: _____<br>Address: _____ |                   |
|                  |                | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of Employer: _____<br>Address: _____ |                   |
|                  |                | Contract name: _____<br>Brief Description of the Works performed by the Bidder: _____<br>Amount of contract: _____<br>Name of Employer: _____<br>Address: _____ |                   |

**Form EXP - 4.2(a)**  
**Specific Construction and Contract Management**  
**Experience**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

JV Member's Name \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

| Similar Contract No.  | Information                                  |   |  |  |
|---|--|---|--|--|
| Contract Identification   |  |   |  |  |
| Award date  |  |   |  |  |
| Completion date   |  |   |  |  |
| Role in Contract  | Prime<br>Contractor <input type="checkbox"/> | Member in<br>JV<br><input type="checkbox"/> | Management<br>Contractor<br><input type="checkbox"/> | Sub-<br>contractor<br><input type="checkbox"/> |
| Total Contract Amount   |  |   | USD  |  |
| If member in a JV or sub-contractor,<br>specify participation in total<br>Contract amount |  |   |  |  |
| Employer's Name:  |  |   |  |  |
| Address:  |  |   |  |  |
| Telephone/fax number  |  |   |  |  |
| E-mail:   |  |   |  |  |

**Form EXP - 4.2 (a) (cont.)**  
**Specific Construction and Contract Management**  
**Experience (cont.)**

| <b>Similar Contract No.</b>   | <b>Information</b> |
|---|--------------------|
| Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:  |                    |
| 1. Amount   |                    |
| 2. Physical size of required works items  |                    |
| 3. Complexity   |                    |
| 4. Methods/Technology   |                    |
| 6. Construction rate for key activities <ul style="list-style-type: none"> <li>a. Rehabilitation works \$/km</li> <li>b. Resurfacing works \$/m<sup>2</sup></li> <li>c. Bridge works \$/m<sup>2</sup></li> <li>d. Maintenance services \$/km/month</li> </ul> |                    |
| 6. Other Characteristics  |                    |

**Form EXP - 4.2(b)**  
**Construction Experience in Key Activities**

Bidder's Name: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's JV Member Name: \_\_\_\_\_

Sub-contractor's Name<sup>2</sup> (as per ITB 34.2 and 34.3): \_\_\_\_\_

RFB No. and title: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 33.2 and 33.3 and Section III, Qualification Criteria and Requirements, Sub-Factor 4.2.

1. Key Activity No One: \_\_\_\_\_

| Information  |  |  |   |  |
|--|--|--|---|--|
| Contract Identification  |  |  |   |  |
| Award date   |  |  |   |  |
| Completion date  |  |  |   |  |
| Role in Contract   | Prime Contractor<br><input type="checkbox"/> | Member in JV<br><input type="checkbox"/> | Management Contractor<br><input type="checkbox"/> | Sub-contractor<br><input type="checkbox"/> |
| Total Contract Amount  |  |  | USD   |  |
| Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year | Total quantity in the contract<br>(i)        | Percentage participation<br>(ii)         | Actual Quantity Performed<br>(i) x (ii)           |  |
| Year 1   |  |  |   |  |
| Year 2   |  |  |   |  |
| Year 3   |  |  |   |  |
| Year 4   |  |  |   |  |
| Employer's Name:   |  |  |   |  |

<sup>2</sup> If applicable

|                      | <b>Information</b> |
|----------------------|--------------------|
| Address:             |                    |
| Telephone/fax number |                    |
| E-mail:              |                    |

2. Activity No. Two

3. ....

|  | <b>Information</b> |
|--|--------------------|
| Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III: |                    |
|  |                    |
|  |                    |
|  |                    |
|  |                    |
|  |                    |

# Appendix E to Technical Part: Bid Security

## Form of Demand Guarantee

**Beneficiary:** \_\_\_\_\_

**Request for Bids No:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

**Guarantor:** \_\_\_\_\_

We have been informed that \_\_\_\_\_\* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, bids must be supported by a bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the performance security, and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, issued to the Beneficiary in relation to such contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.



This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

---

*[Signature]\*\**

*\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.*

*\*\*Bank Guarantee to indicate the full address, e-mail and contact person's phone of the issuing bank*

***Note: In case this Bank Guarantee is issued by a foreign bank i.e. bank not residing / registered in Lao PDR, indicate your correspondent bank in Lao PDR. Failure to do that may result in rejection of the bid.***

## Letter of Bid - Financial Part

*INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT*

*The Bidder must prepare this Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.*

*Note: All italicized text in black font is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**Request for Bid No.:** *[insert identification]*

**Alternative No.:** *[insert identification No if this is a Bid for an alternative]*

**To:** *[insert complete name of Employer]*

We, the undersigned, hereby submit the second part of our Bid, the Bid Price and Priced Schedule of Activities. This accompanies the Letter of Technical Part.

In submitting our Bid, we make the following additional declarations:

(a) **Bid Validity Period:** Our Bid shall be valid for a period specified in BDS 18.1 (or as amended if applicable) from the date fixed for the Bid submission deadline specified in BDS 22.1 (or as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(b) **Total Price:** The total price of our Bid, excluding any discounts offered in item (f) below is:

| Description   | Amount (in numbers) |
|---|---------------------|
| (a) Maintenance Services in an amount of <i>[amount in words]</i> <i>[name of currency]</i> . |                     |
| (b) Rehabilitation Works in an amount of <i>[amount in words]</i> <i>[name of currency]</i> . |                     |
| (c) Improvement Works in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .    |                     |
| (d) Emergency Works in an amount of <i>[amount in words]</i> <i>[name of currency]</i> .      |                     |
| <b>TOTAL = (a) + (b) + (c) + (d)</b>  |                     |

(c) **Combined Price:** We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the BDS ITB 34.4 which is *[insert amount or percentage of the total contract price]*. *N/A*

or

(d) **Bid Price:** The total price, excluding any discounts offered in item (f) below is:

| Description  | Amount (in numbers and words) |
|--|-------------------------------|
| (a) <b>Maintenance Services</b> <i>[amount in numbers, name of currency]</i>             |                               |
| <i>[amount in words]</i>   |                               |
| (b) <b>Rehabilitation Works</b> <i>[amount in numbers, name of currency]</i>             |                               |
| <i>[amount in words]</i>   |                               |
| (c) <b>Improvement Works</b> <i>[amount in numbers, name of currency]</i>                |                               |
| <i>[amount in words]</i>   |                               |
| (d) <b>Emergency Works</b> <i>[amount in numbers, name of currency]</i>                  |                               |
| <i>[amount in words]</i>   |                               |
| <b>A. SUB-TOTAL = (a) + (b) + (c) + (d)</b> <i>[amount in numbers, name of currency]</i> |                               |
| <i>[amount in words]</i>   |                               |

(e) **Combined Price:** We hereby confirm that our combined price for Rehabilitation Works and Improvement Works does not exceed the threshold given in the BDS ITB 34.4, which is *[insert amount or percentage of the total contract price]*.

(f) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are: *[Specify in detail each discount offered.]*

(ii) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts];*

(g) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

| Name of Recipient | Address | Reason | Amount |
|-------------------|---------|--------|--------|
|                   |         |        |        |
|                   |         |        |        |
|                   |         |        |        |

(If none has been paid or is to be paid, indicate “none.”)

**Name of the Bidder:** *\*[insert complete name of person signing the Bid]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:** *\*\* [insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:** *[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* **day of** *[insert month]*, *[insert year]*

*\* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.*

*\*\* Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules*

# Appendix to Financial Parts

## Schedule of Adjustment Data

[In Tables A, B, and C, below, the Bidder shall (a) indicate its amount of local currency payment, (b) indicate its proposed source and base values of indices for the different foreign currency elements of cost, (c) derive its proposed weightings for local and foreign currency payment, and (d) list the exchange rates used in the currency conversion. In the case of very large and/or complex contracts, it may be necessary to specify several families of price adjustment formulae corresponding to the different works involved.]

**Table A-1. Local Currency**

**For Rehabilitation and Improvement Phase**

| Index code*  | Index description* | Source of index* | Base value and date* | Bidder's related currency amount | Bidder's proposed weighting |
|--------------|--------------------|------------------|----------------------|----------------------------------|-----------------------------|
| N            | Nonadjustable      | —                | —                    | —                                | A: <u>0.30</u>              |
| HMA          | Bitumen            | (1)              | Base Date            |                                  | B: _____                    |
| RS           | Reinforcing steel  | (1)              | Base Date            |                                  | C: _____                    |
| FU           | Fuel               | (1)              | Base Date            |                                  | D: _____                    |
| LL           | Labour             | (1)              | Base Date            |                                  | E: _____                    |
| <b>Total</b> |                    |                  |                      |                                  | <b>1.00</b>                 |

(1) Source of Index shall be referred below:

| Index for: (factor)  | Origin of Input (country) | Currency of Index | Published Source of Index                      |
|----------------------|---------------------------|-------------------|--|
| Bitumen              | Thailand                  | Baht              | Ministry of Commerce, Thailand                 |
| RS Reinforcing Steel | Thailand                  | Baht              | Ministry of Commerce, Thailand                 |
| FU Fuel              | Lao PDR                   | Kip               | Lao State Fuel Company, Lao PDR                |
| LL Labour            | Lao PDR                   | Kip               | Ministry of Labour and Social Welfare, Lao PDR |

Base Date: the date 28 days prior to the latest date for submission of the Bid.

The value for B to E shall be proposed by the Bidders such that the total weighting 1.00 and shall be agreed by the Employer during the Contract Finalization.

**Table A-2. Local Currency**

**For Maintenance Services**

| <b>Index code*</b> | <b>Index description*</b> | <b>Source of index*</b> | <b>Base value and date*</b> | <b>Bidder's related currency amount</b> | <b>Bidder's proposed weighting</b> |
|--------------------|---------------------------|-------------------------|-----------------------------|---|------------------------------------|
| N                  | Nonadjustable             | —                       | —                           | —                                       | A: <u>0.25</u>                     |
| FU                 | Fuel                      | (1)                     | Base Date                   |   | B: _____                           |
| LL                 | Labour                    | (1)                     | Base Date                   |   | C: _____                           |
| <b>Total</b>       |                           |                         |                             |   | <b>1.00</b>                        |

(1) Source of Index shall be referred below:

| <b>Index for:<br/>(factor)</b> | <b>Origin of Input<br/>(country)</b> | <b>Currency of<br/>Index</b> | <b>Published<br/>Source of Index</b>           |
|--------------------------------|--------------------------------------|------------------------------|--|
| FU Fuel                        | Lao PDR                              | Kip                          | Lao State Fuel Company, Lao PDR                |
| LL Labour                      | Lao PDR                              | Kip                          | Ministry of Labour and Social Welfare, Lao PDR |

Base Date: the date 28 days prior to the latest date for submission of the Bid.

The value for B to E shall be proposed by the Bidders such that the total weighting 1.00 and shall be agreed by the Employer during the Contract Finalization.

**Table B-1. Foreign Currency**

**For Rehabilitation and Improvement Phase**

**State type:** ..... [If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

| <b>Index code</b> | <b>Index description</b> | <b>Source of index</b> | <b>Base value and date</b> | <b>Bidder's related source currency in type/amount</b> | <b>Equivalent in FC1</b> | <b>Bidder's proposed weighting</b> |
|-------------------|--------------------------|------------------------|----------------------------|--|--------------------------|------------------------------------|
| N                 | Nonadjustable            | —                      | —                          | —  |                          | <b>A: <u>0.30</u></b>              |
| CE                | Bitumen                  | (2)                    | Base Date                  |  |                          | <b>B: _____</b>                    |
| RS                | Reinforcing steel        | (2)                    | Base Date                  |  |                          | <b>C: _____</b>                    |
| FU                | Fuel                     | (2)                    | Base Date                  |  |                          | <b>D: _____</b>                    |
| LL                | Labour                   | (2)                    | Base Date                  |  |                          | <b>E: _____</b>                    |
| <b>Total</b>      |                          |                        |                            |  |                          | <b>1.00</b>                        |

(2) Source of Index shall be to provide by the Bidders. The Bidders are responsible to provide necessary documents for demonstration of eligible source.

Base Date: the date 28 days prior to the latest date for submission of the Bid.

The value for B to E shall be proposed by the Bidders such that the total weighting 1.00, and shall be agreed by the Employer during the Contract Finalization.

**Table B-2. Foreign Currency**

**For Maintenance Services**

**State type:** ..... [If the Bidder wishes to quote in more than one foreign currency, this table should be repeated for each foreign currency.]

| <b>Index code</b> | <b>Index description</b> | <b>Source of index</b> | <b>Base value and date</b> | <b>Bidder's related source currency in type/amount</b> | <b>Equivalent in FC1</b> | <b>Bidder's proposed weighting</b> |
|-------------------|--------------------------|------------------------|----------------------------|--|--------------------------|------------------------------------|
| N                 | Nonadjustable            | —                      | —                          | —  |                          | <b>A: <u>0.25</u></b>              |
| FU                | Fuel                     | (2)                    | Base Date                  |  |                          | <b>B: _____</b>                    |
| LL                | Labour                   | (2)                    | Base Date                  |  |                          | <b>C: _____</b>                    |
| <b>Total</b>      |                          |                        |                            |  |                          | <b>1.00</b>                        |

(2) Source of Index shall be to provide by the Bidders. The Bidders are responsible to provide necessary documents for demonstration of eligible source.

Base Date: the date 28 days prior to the latest date for submission of the Bid.

The value for B to E shall be proposed by the Bidders such that the total weighting 1.00 and shall be agreed by the Employer during the Contract Finalization.



**Table C. Summary of Payment Currencies**

For .....[insert name of Section of the Works]

[Separate tables may be required if the various sections of the Works (or of the Bill of Quantities) will have substantially different foreign and local currency requirements. The Employer should insert the names of each Section of the Works.]

| Name of payment currency                     | A<br>Amount of currency | B<br>Rate of exchange (local currency per unit of foreign) | C<br>Local currency equivalent<br>$C = A \times B$ | D<br>Percentage of Net Bid Price (NBP)<br>$\frac{100 \times C}{NBP}$ |
|--|-------------------------|--|--|--|
| Local currency<br>_____                      |                         | 1.00   |  |  |
| Foreign currency #1<br>_____                 |                         |  |  |  |
| Foreign currency #2<br>_____                 |                         |  |  |  |
| Foreign currency #3<br>_____                 |                         |  |  |  |
| Net Bid Price                                |                         |  |  | 100.00   |
| Provisional sums expressed in local currency |                         | 1.00   |  |  |
| <b>BID PRICE</b>                             |                         |  |  |  |

## **Bills of Quantities**

The bid includes the following Bills of Quantities:

- **Bill of Quantities for Maintenance Services**
- **Bill of Quantities for Rehabilitation Works**
- **Bill of Quantities for Improvement Works**
- **Bill of Quantities for Emergency Works**

*[The Bill of Quantities should be completed by the bidder using the Conceptual Design as a minimum requirement.]*

**(see Specifications in Section VII: Specifications of PART 2, and the Conceptual Design for minimum requirements.)**

## Bill of Quantities for Maintenance Services

1. The Bill of Quantities for Maintenance Services shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and the Drawings.
  2. This Bill of Quantities is the basis for calculating the cost of maintenance services. Payment shall be made on quarterly (of a year) instalments upon completion of the Rehabilitation and Improvement Works on a lump sum per quarter for maintaining the roads covered under the contract, at the Service Levels defined in the Specifications. For clarity, while Maintenance Services commence at day 1 of the contract, no specific payment is made for Maintenance Services until all Rehabilitation and Improvement Works are complete. The rates given by the Bidder shall, except otherwise provided under the Contract, include all plant, equipment, labor, management and supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract.
  3. Payment shall be made in accordance with the actual performance of the Contractor and compliance with the Service Level criteria given in the Specifications for each road. Failure to meet the Service Levels will result in payment reductions in accordance with Clause 47 of the General Conditions and the Performance Specifications.
  4. The unit rates and prices shall be quoted in currency(ies) as follows:
    - (i) for those inputs to the Works that the Bidder expects to supply from within the Employer's Country, in Lao Kip (LAK), and further referred to as "the local currency"; and
    - (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's Country (referred to as "the foreign currency requirements"), in up to any three foreign currencies
- but payment will be made in accordance with PC44.2 of Part2 of the bidding documents - Conditions of contract as follows: (i) in currency (ies) of the contract during rehabilitation and improvement phase and (ii) entirely in Lao KIP (LAK) for the operation and maintenance phase converted from currencies of the contract based on the selling rate at the date of the invoice published by **Banque pour le Commerce Extérieur Lao Public (BCEL)**.
5. A unit rate or price shall be entered by the Bidder against each item in the Bill of Quantities. The cost of items against which the Bidder has failed to enter a unit rate or price shall be deemed to be covered by other unit rates and prices entered in the Bill of Quantities.
  6. General directions and descriptions of work and materials are not repeated or summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
  7. The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section in the Performance Specifications.
  8. Arithmetical errors discovered prior to award of the Contract will be corrected by the Employer pursuant to the Instructions to Bidders.

## Bill of Quantities and Unit Prices for Maintenance Services for Package 3

*[To be completed by the bidder based on the specified level of service to be achieved]*

| Price N° | Description of Service and Price  | Unit Price | Quantity | Unit    | Total Price |
|----------|---|------------|----------|---------|-------------|
| 1        | This price is the full remuneration (lump-sum) to the Contractor to carry out the services and works required to reach and maintain the service levels described in the Specifications and elsewhere in the contract. It further includes the activities of the Contractor related to self-control, quality assurance and material testing. |            | 28       | Quarter |             |

**Note: Total bid price shall be  $C1+28x C2$  where:**

**C1 is the combined bid price for the Rehabilitation and Improvement Works.**

**C2 is the quarterly bid price for the Maintenance Services upon completion of the Rehabilitation and Improvement Works**

**C1 shall not be greater than 80% of total bid price subject to a maximum of USD 30 million equivalent, which is the available funds during rehabilitation and improvements phase. Any amount beyond this constraint on C1 that the contractor wishes to tender for the rehabilitation and improvement phase should be included in the Quarterly Lumpsum payments to be paid during the Operation and Maintenance phase**

**C2 is quarterly payments during operation and maintenance phase which is made up of the cost of operation and maintenance services plus carry over amount from rehabilitation and improvement phase.**

**The Maintenance Services shall extend for a period of 7 years (28 quarters) from the date of completion of the rehabilitation and improvement phase certified by the Project Manager**

## **Bill of Quantities for Rehabilitation and Improvement Works**

1. The Bills of Quantities for Rehabilitation Works and for Improvement Works shall be read in conjunction with the Instructions to Bidders, Conditions of Contract, Specifications and the Drawings, **and shall be completed by the bidder using the Conceptual Design as a minimum requirement.**

### **Bill of Quantities for Rehabilitation Works**

2. The Bill of Quantities for Rehabilitation Works presents a number of explicit activities considered necessary to rehabilitate particular road sections before some or all of the Service Level criteria for performance-based maintenance defined in the Specifications can be applied. The Bidder shall undertake a detailed assessment of road conditions at the time of Bid. The location and extent of the particular rehabilitation works considered necessary to reach required Service Levels shall be indicated by the Bidder in his Bid submission.

3. Although the bidding document may show estimated quantities of Rehabilitation Works, it is the responsibility of the Bidder to prepare his own estimate for the quantity of work required for each rehabilitation activity, and he shall indicate these quantities in the Bill of Quantities.

4. The Employer may in some cases indicate fixed quantities for some specific Rehabilitation Works, such as asphalt resurfacing. Those cases are clearly indicated as such by the Employer in the Bid Data Sheet, the Specifications and the Bill of Quantities for Rehabilitation Works.

5. Payment for Rehabilitation Works shall be made in relation to the work outputs satisfactorily completed in conformity with the Specifications as measured by the Contractor and verified by the Project Manager and valued at the unit rates and prices stated in the priced Bill of Quantities. The total price for Rehabilitation Works and Improvement Works, if any, shall not exceed the threshold value or percentage given by the Employer in the Bid Data Sheet.

### **Bill of Quantities for Improvement Works**

6. The Bill of Quantities for Improvement Works lists a set of interventions to be carried out by the contractor that add new characteristics to the Road in response to existing or new traffic, safety or other conditions, as defined in the Bid Data Sheet and the Specifications.

7. Payment for Improvement Works shall be made in relation to the Milestone satisfactorily completed in conformity with the Specifications, as measured by the Contractor and verified by the Project Manager and valued at the unit rates and prices stated in the priced Bill of Quantities for Improvement Works.

### **General**

8. The unit rates and prices Bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all plant, equipment, labor, supervision, materials, erection, maintenance, insurance, profit, taxes and duties, together with all general risks, liabilities and obligations set out or implied in the Contract. Unit rates and prices shall also include the cost of engineering design services, and measures needed to prevent or mitigate environmental impacts and safety measures.

9. The unit rates and prices shall be quoted in currency(ies) as follows:

- (i) for those inputs to the Works that the Bidder expects to supply from within the Employer's Country, in Lao Kip (LAK), and further referred to as "the local currency"; and
  - (ii) for those inputs to the Works that the Bidder expects to supply from outside the Employer's Country (referred to as "the foreign currency requirements"), in up to any three foreign currencies
10. A quantity, unit rate or price shall only be entered against those work items considered necessary to attain the required Service Levels and sustain such Service Levels thereafter through execution of maintenance services that are provided for separately.
11. General directions and descriptions of work and materials are not repeated or summarised in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering rates or prices against each item in the Bill of Quantities.
12. The method of measurement of completed work for payment shall be in accordance with the measurement and payment provisions of the relevant section of the Specifications.
13. Arithmetical errors discovered prior to award of the Contract will be corrected by the Employer pursuant to the Instructions to Bidders.

## **Bill of Quantities**

## **Bills of Quantities for Emergency Works**

### **NOTES FOR NR13S OPBRC:**

1. Emergency Works are designed to repair that damage to the roads under contract which are caused directly by unforeseen natural phenomena declared by the Government of Lao PDR with imponderable consequences occurring either in the area of the roads or elsewhere, but with the direct impact on the roads.
2. Bidders shall present Bills of Quantities for Emergency Works. In the event of any emergency work, the unit rates proposed under (a) Bill of Quantities and Unit Prices for Maintenance Services, and (b) Bill of Quantities for Rehabilitation and Improvement Works, will prevail.
3. Actual quantities for Emergency Works will be specified in Work Orders, issued by the Project Manager in accordance with the General Conditions. The basis of payment for Emergency Works will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Project Manager. In case of any unit rate not included in the above Bill of Quantities, such unit rate may be agreed or determined by the Project Manager under the provisions of the Contract.

Bill of Quantities for Emergency Works

## Schedule

### Projected Cash Flow

(1) Bidders shall tabulate below estimates, based on their preliminary work program, of:

(a) On the expenditure side, the value of the work which will be carried out;

(b) On the revenue side, the net payments to which they will become entitled with due allowance for the advance payment and repayment, materials prepayments, and retention money, but excluding price adjustments for rise and fall and provisional sums for emergency works.

(c) The projected net cash flow during the contract period.

(2) The prospective successful Bidder may be required to submit full details to substantiate his estimates.

| Period (Months) | Cost/Value of Rehabilitation and Improvement Works [ <i>indicate amount and currency</i> ] | Cost/Value of Maintenance Services [ <i>indicate amount and currency</i> ] | Net Payments to be received [ <i>indicate amount and currency</i> ] | Net Cash Flow |
|-----------------|--|--|---|---------------|
| Start Date      |  |  |   |               |
| 1 to 6          |  |  |   |               |
| 6 to 12         |  |  |   |               |
| 12 to 18        |  |  |   |               |
| 18 to 24        |  |  |   |               |
| 24 to 30        |  |  |   |               |
| 30 to 36        |  |  |   |               |
| 36 to 42        |  |  |   |               |



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42 to 48

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48 to 54

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54 to 60

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... etc.

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Total

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## **Section V - Eligible Countries**

### **Eligibility for the Provision of Goods, Works and Non-Consulting Services in Bank-Financed Procurement**

In reference to ITB 4.8 and 5.1, for the information of the Bidders, at the present time firms, goods and services from the following countries are excluded from this Bidding process:

Under ITB 4.8 (a) and 5.1: **“None”**

Under ITB 4.8 (b) and 5.1: **“None”**

## Section VI - Prohibited Practices

### 1. Purpose

The Bank's Policy on Prohibited Practices (PPP)<sup>1</sup> and this annex apply with respect to procurement under Bank financed operations.

### 2. Requirements

The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders, (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption. To this end, the Bank Defines, for the purposes of this provision, the terms set forth below as follows:

**a) Highest ethical standards.** The Bank requires all Parties to adhere to the highest ethical standards as defined in its policies and the terms and conditions of the corresponding agreements (as applicable).

**b) Prohibited Practices.** No Party may engage in any of the following Prohibited Practices in any Project:

**Coercive Practice:** impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of a party to influence improperly the actions of a party.

**Collusive Practice:** an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.

**Corrupt Practice:** the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.

**Fraudulent Practice:** any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

**Misuse of Resources:** improper use of the Bank's resources, carried out either intentionally or through reckless disregard.

**Obstructive Practice:** any of the following practices:

- (a) deliberately destroying, falsifying, altering or concealing of evidence material to a Bank investigation;
- (b) making false statements to investigators in order to materially impede a Bank investigation into allegations of a Prohibited Practice;

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<sup>1</sup> For details refer to: <https://www.aiib.org/en/policies-strategies/operational-policies/prohibited-practices.html>

- (c) failing to comply with requests to provide information, documents or records in connection with a Bank investigation;
- (d) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or
- (e) materially impeding the exercise of the Bank's contractual rights of audit or inspection or access to information.

**Theft:** the misappropriation of property belonging to another party.

### **3. Sanctions**

Upon a finding that the Respondent engaged in a Prohibited Practice, the AIIB may impose a Sanction or combination of Sanctions. The Sanctions that may be imposed under this Policy include the following:

Reprimand is a written censure of a Respondent's behavior.

Debarment is a decision that a Respondent is ineligible, either permanently or for a stated period of time, to be awarded and/or participate in additional contracts for Projects.

Conditional Non-Debarment is a decision that a Respondent is required to comply with certain remedial, preventative or other measures as a condition to avoid debarment from additional contracts for Projects. Failure by such Respondent's to comply with such measures in the prescribed time period shall result in automatic debarment under the terms as provided in the Decision.

Debarment with Conditional Release is a decision that a Respondent is subject to debarment with a conditional release under which such debarment shall be terminated upon compliance with conditions set forth in the decision.

Other Sanctions include, but are not limited to, the restitution of funds and the imposition of fines representing reimbursement of the costs associated with investigations and proceedings contemplated in this Policy.

#### **Sanctions of Other Institutions**

The Sanctions imposed under this Policy shall be independent of, and without prejudice to, the recognition by the Bank of the sanctions of other institutions, the decision of other institutions to recognize Sanctions of the Bank, or the taking of any other actions including the approval of any other policies on the part of the Bank related to procurement and/or the eligibility of counterparties to participate in activities financed by the Bank.

#### **Parties Subject to Sanctions**

The Sanctions Officer and the Sanctions Panel may include the Affiliates of a Respondent among sanctioned parties. Any Sanctions imposed on any Affiliate may be imposed at the time Sanctions are imposed on a Respondent, or at any subsequent time within the limitation set forth in PPP Section 4.3.2, provided that the parties subject to Sanctions under this provision receive notice

of the Sanctions and such Sanctions are determined as provided in this Policy.

### **Affiliate**

For the purposes of Sections 7.4 and 9.1 of the PPP, the term “Affiliate” includes any individual, entity or firm that directly or indirectly, owns or controls a sanctioned Respondent, is owned or controlled by a sanctioned Respondent, or is under common ownership or control with a sanctioned Respondent, and the officers, employees, affiliates or agents of a sanctioned Respondent who are also owners of a Respondent and/or exercise control over a Respondent, even when such parties are not found to have directly engaged in a Prohibited Practice. Indicia of control include, but are not limited to, the possession, direct or indirect, of the power to direct the management and policies of a business concern, organization or individual, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, or common use of employees. In the case of acquisitions, mergers, reorganizations or other corporate events subsequent to the events leading to a Sanction involving the sanctioned entity a presumption will be applied that successors and assigns are subject to any Sanction imposed on their predecessors. Such application of Sanctions shall be informed by the provisions of the MDB Harmonized Principles on Treatment of Corporate Groups, adopted unilaterally by the Bank, or such other policies or guidelines as may be adopted by the Bank on the treatment of affiliates.